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भाग में धिन पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II, खण्ड 3 —उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

गृह मंत्रालय

नई दिल्ली, 27 जुलाई, 2011

का.आ. 2171.—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में, गृह मंत्रालय के निम्नलिखित कार्यालयों में हिंदी का कार्यसाधक ज्ञान रखने वाले कर्मचारियों की संख्या 80% से अधिक हो जाने के फलस्वरूप उन्हें एतद्द्वारा अधिसूचित करती हैं :-

केन्द्रीय रिजर्व पुलिस बल

1. कार्यालय पुलिस उप महानिरीक्षक, रंगरूट प्रशिक्षण केंद्र, सोलन, धर्मपुर, हिमाचल प्रदेश ।
2. कार्यालय पुलिस महानिरीक्षक (चिकित्सा), कम्पोजिट अस्पताल, केन्द्रीय रिजर्व पुलिस बल, जम्मू ।
3. कार्यालय पुलिस उप महानिरीक्षक, जम्मू रेंज, केन्द्रीय रिजर्व पुलिस बल, जम्मू ।

4. कार्यालय पुलिस उप महानिरीक्षक, परिचालन रेंज जम्मू उत्तर, केन्द्रीय रिजर्व पुलिस बल, जम्मू ।
5. कार्यालय पुलिस उप महानिरीक्षक, सोनीपत रेंज, केन्द्रीय रिजर्व पुलिस बल, सोनीपत ।
6. कार्यालय पुलिस उप महानिरीक्षक, ग्रुप केंद्र, केन्द्रीय रिजर्व पुलिस बल, सोनीपत ।
7. कार्यालय कमान्डेंट, 144 बटालियन, केन्द्रीय रिजर्व पुलिस बल ।
8. कार्यालय कमान्डेंट, 202 बटालियन, केन्द्रीय रिजर्व पुलिस बल ।
9. कार्यालय कमान्डेंट, 207 बटालियन, केन्द्रीय रिजर्व पुलिस बल ।
10. कार्यालय कमान्डेंट, 208 बटालियन, केन्द्रीय रिजर्व पुलिस बल ।

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| 11. कार्यालय कमान्डेंट, 209 बटालियन, केन्द्रीय रिजर्व पुलिस बल । | 20. 19 असम राइफलस |
| 12. कार्यालय कमान्डेंट, 210 बटालियन, केन्द्रीय रिजर्व पुलिस बल । | 21. 20 असम राइफलस |
| 13. कार्यालय कमान्डेंट, 214 बटालियन, केन्द्रीय रिजर्व पुलिस बल । | 22. 21 असम राइफलस |
| 14. कार्यालय कमान्डेंट, 215 बटालियन, केन्द्रीय रिजर्व पुलिस बल । | 23. 23 असम राइफलस |
| 15. कार्यालय कमान्डेंट, 216 बटालियन, केन्द्रीय रिजर्व पुलिस बल । | 24. 24 असम राइफलस |
| 16. कार्यालय कमान्डेंट, 217 बटालियन, केन्द्रीय रिजर्व पुलिस बल । | 25. 26 असम राइफलस |
| 17. कार्यालय कमान्डेंट, 160 बटालियन, केन्द्रीय रिजर्व पुलिस बल । | 26. 27 असम राइफलस |
| | 27. 31 असम राइफलस |
| | 28. 32 असम राइफलस |
| | 29. 36 असम राइफलस |
| | 30. 37 असम राइफलस |

[सं. 12017/1/2008-हिन्दी]

असम राइफलस

अवधेश कुमार मिश्र, निदेशक (राजभाषा)

MINISTRY OF HOME AFFAIRS

New Delhi, the 27th July, 2011

S.O. 2171.— In pursuance of sub rule (4) of Rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices of the Ministry of Home Affairs where the percentage of Hindi knowing staff has gone above 80% :

CENTRAL RESERVE POLICE FORCE

1. मुख्यालय 5 सेक्टर असम राइफलस
2. मुख्यालय 10 सेक्टर असम राइफलस
3. मुख्यालय 21 सेक्टर असम राइफलस
4. मुख्यालय 25 सेक्टर असम राइफलस
5. 1 असम राइफलस
6. 3 असम राइफलस
7. 4 असम राइफलस
8. 5 असम राइफलस
9. 6 असम राइफलस
10. 8 असम राइफलस
11. 9 असम राइफलस
12. 10 असम राइफलस
13. 11 असम राइफलस
14. 12 असम राइफलस
15. 13 असम राइफलस
16. 14 असम राइफलस
17. 15 असम राइफलस
18. 16 असम राइफलस
19. 17 असम राइफलस

1. Office of the DIGP, Recruit Training Centre, CRPF, Solan, Dharampur, Himachal Pradesh.
2. Office of the IGP(Medical), Composite Hospital, Central Reserve Police Force, Jammu.
3. Office of the DIGP, Jammu Range, Central Reserve Police Force, Jammu.
4. Office of the DIGP, Operation Jammu Range North, Central Reserve Police Force, Jammu.
5. Office of the DIGP, Sonipat Range, Central Reserve Police Force, Sonipat.
6. Office of the DIGP, Group Centre, Central Reserve Police Force, Sonipat.
7. Office of the Commandant, 144 Bn., Central Reserve Police Force
8. Office of the Commandant, 202 Bn., Central Reserve Police Force
9. Office of the Commandant, 207 Bn., Central Reserve Police Force

10. Office of the Commandant, 208 Bn., Central Reserve Police Force
11. Office of the Commandant, 209 Bn., Central Reserve Police Force
12. Office of the Commandant, 210 Bn., Central Reserve Police Force
13. Office of the Commandant, 214 Bn., Central Reserve Police Force
14. Office of the Commandant, 215 Bn., Central Reserve Police Force
15. Office of the Commandant, 216 Bn., Central Reserve Police Force
16. Office of the Commandant, 217 Bn., Central Reserve Police Force
17. Office of the Commandant, 160 Bn., Central Reserve Police Force

Assam Rifles

1. Hqrs. Sector 5 Assam Rifles.
2. Hqrs. Sector 10 Assam Rifles.
3. Hqrs. Sector 21 Assam Rifles.
4. Hqrs. Sector 25 Assam Rifles.
5. 1 Assam Rifles
6. 3 Assam Rifles
7. 4 Assam Rifles
8. 5 Assam Rifles
9. 6 Assam Rifles
10. 8 Assam Rifles
11. 9 Assam Rifles
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22. 21 Assam Rifles
23. 23 Assam Rifles

24. 24 Assam Rifles
25. 26 Assam Rifles
26. 27 Assam Rifles
27. 31 Assam Rifles
28. 32 Assam Rifles
29. 36 Assam Rifles
30. 37 Assam Rifles

[No. 12017/1/2008-Hindi]

AVADHESH KUMAR MISHRA, Director (C.A.)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 8 अगस्त, 2011

का.आ. 2172.—केंद्रीय सरकार एतद्वारा अपराध प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए विशेष न्यायाधीश को न्यायालय (के.अ.ब्यूरो मामले) चंडीगढ़ में (कैश फॉर जजिस स्कैम) मामले सं. आर.सी.ए.सी. 2008 ए 0004 का तथा अपील, पुनरीक्षण या विधि द्वारा स्थापित पुनरीक्षण या अपीलीय न्यायालयों में उच्च मामले से उद्भूत अन्य मामले का संचालन करने के लिए श्री अनुपम गुप्ता, अधिवक्ता को विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[फा. सं. 225/33/2011-एवीडी-II]

राजीव जैन, अवर सचिव

**MINISTRY OF PERSONNEL, PUBLIC
GRIEVANCES AND PENSIONS**

(Department of Personnel and Training)

New Delhi, the 8th August, 2011

S.O. 2172.—In exercise of the powers conferred by sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri Anupam Gupta, Advocate as Special Public Prosecutor for conducting the prosecution of case No. RC AC2 2008 A0004 (Cash for Judges Scam) in the Court of Special Judge (CBI Cases) Chandigarh and appeals, revisions or other matter arising out of the said case in revisional or appellate courts established by law.

[F.No. 225/33/2011-AVD-II]

RAJIV JAIN, Under Secy

सूचना एवं प्रसारण मंत्रालय

नई दिल्ली, 12 जुलाई, 2011

का.आ. 2173.—इस मंत्रालय की दिनांक 25 मई, 2011 की समसंख्यक अधिसूचना के अनुक्रम में तथा चलचित्र (प्रमाणन) नियम, 1983 के नियम 3 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्र सरकार श्रीमती लोरा के. प्रभु को तत्काल प्रभाव से तीन वर्षों की अवधि के लिए अथवा अगले आदेशों तक केंद्रीय फिल्म प्रमाणन बोर्ड के सदस्य के रूप में नियुक्त करती है।

[फा. सं. 809/2/2010-एफ (सी)]

अमिताभ कुमार, निदेशक (फिल्म)

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 12th July, 2011

S.O. 2173.—In continuation of this Ministry's Notification of even No. dated 25th May, 2011 and in exercise of the powers conferred by sub-section (1) of Section 3 of the Cinematograph Act, 1952 (37 of 1952) read with rule 3 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint Smt. Lora K. Prabhu as member of the Central Board of Film Certification with immediate effect for a period of three years or until further orders.

[F.No. 809/2/2010-F(C)]

AMITABH KUMAR, Director (Films)

नई दिल्ली, 3 अगस्त, 2011

का.आ. 2174.—इस मंत्रालय की दिनांक 25 मई, 2011 की समसंख्यक अधिसूचना के क्रम में और चलचित्र (प्रमाणन) नियम, 1983 के नियम 3 के साथ पठित चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार डॉ. राज कुमार वर्मा को तत्काल प्रभाव से तीन वर्षों की अवधि या अगले आदेशों तक, केंद्रीय फिल्म प्रमाणन बोर्ड के सदस्य के रूप में नियुक्त करती है।

[फा. सं. 809/2/2010-एफ (सी)]

के. रामाकृष्णन, उप-सचिव (फिल्म)

New Delhi, the 3rd August, 2011

S.O. 2174.—In continuation of this Ministry's Notification of even No. dated 25th May, 2011 and in exercise of the powers conferred by sub-section (1) of Section 3 of the Cinematograph Act, 1952 (37 of 1952) read with rule 3 of the Cinematograph (Certification) Rules, 1983, the Central Government is pleased to appoint Dr. Raj Kumar Verma as member of the Central Board of Film Certification

with immediate effect for a period of three years or until further orders.

[F.No. 809/2/2010-F(C)]

K. RAMAKRISHNAN, Dy. Secy. (Films)

वित्त मंत्रालय

(राजस्व विभाग)

(केंद्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 28 जुलाई, 2011

का. आ. 2175.—सर्वसाधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि केंद्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5ग और 5ड के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उप-धारा (1) के खंड (ii) के प्रयोजनार्थ कर निर्धारण वर्ष 2011-2012 से आगे सेंट्रल मैनुफैक्चरिंग टेक्नोलॉजी इंस्टीट्यूट, बंगलौर को निम्नलिखित शर्तों के अधीन आंशिक रूप से अनुसंधान कार्यकलापों में लगे 'अन्य संस्था' की श्रेणी में अनुमोदित किया गया है, अर्थात् :-

- (i) अनुमोदित संगठन को प्रदत्त राशि का उपयोग वैज्ञानिक अनुसंधान के लिए किया जाएगा ;
- (ii) अनुमोदित संगठन अपने संकाय सदस्यों अथवा अपने नामांकित छात्रों के माध्यम से वैज्ञानिक अनुसंधान करेगा;
- (iii) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए इसके द्वारा प्राप्त राशि के संबंध में अलग खाता बही रखेगा जिसमें अनुसंधान करने के लिए प्रयुक्त राशि दर्शाई गई हो, उक्त अधिनियम की धारा 288 की उप-धारा (2) के स्पष्टीकरण में यथा परिभाषित किसी लेखाकार से ऐसी खाता-बही की लेखा परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उप-धारा (1) के अंतर्गत आय विवरणी प्रस्तुत करने की नियत तिथि तक ऐसे लेखाकार द्वारा विधिवत सत्यापित एवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट मामले में क्षेत्राधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा;
- (iv) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत सत्यापित ऐसे विवरण की प्रति प्रस्तुत करेगा।

2. केंद्र सरकार यह अनुमोदन वापस ले लेगी यदि अनुमोदित संगठन :-

- (क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित लेखा बही नहीं रखेगा; अथवा
- (ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा; अथवा

- (ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित वैज्ञानिक अनुसंधान के लिए प्राप्त दान एवं प्रयुक्त धनराशि का विवरण प्रस्तुत नहीं करेगा; अथवा
- (घ) अपना अनुसंधान कार्य करना बंद कर देगा अथवा इसके अनुसंधान कार्य को जायज नहीं पाया जाएगा; अथवा
- (ङ) उक्त नियमावली के नियम 5ग और 5ड के साथ पठित उक्त अधिनियम की धारा 35 की उप-धारा (1) के खंड (ii) के प्रावधानों के अनुरूप नहीं होगा तथा उनका पालन नहीं करेगा।

[अधिसूचना सं. 39/2011/फा. सं. 203/58/2010-आ.क.नि.-II]

अजय गोयल, निदेशक (आ.क.नि.-II)

MINISTRY OF FINANCE

(Department of Revenue)

(Central Board of Direct Taxes)

New Delhi, the 28th July, 2011

S.O. 2175.—It is hereby notified for general information that the organization Central Manufacturing Technology Institute, Bangalore has been approved by the Central Government for the purpose of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 (said Act), read with Rules 5C and 5E of the Income-tax Rules, 1962 (said Rules), from assessment year 2011-2012 onwards in the category of 'Other Institution', engaged in research activities subject to the following conditions, namely:—

- (i) The sums paid to the approved organization shall be utilized for scientific research;
- (ii) The approved organization shall carry out scientific research through its faculty members or its enrolled students;
- (iii) The approved organization shall maintain separate books of accounts in respect of the sums received by it for scientific research, reflect therein the amounts used for carrying out research, get such books audited by an accountant as defined in the explanation to sub-section (2) of Section 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of Section 139 of the said Act;
- (iv) The approved organization shall maintain a separate statement of donations received and amounts applied for scientific research and a copy of such statement duly certified by the

auditor shall accompany the report of audit referred to above.

2. The Central Government shall withdraw the approval if the approved organization:—

- (a) fails to maintain separate books of accounts referred to in sub-paragraph (iii) of paragraph 1; or
- (b) fails to furnish its audit report referred to in sub-paragraph (iii) of paragraph 1; or
- (c) fails to furnish its statement of the donations received and sums applied for scientific research referred to in sub-paragraph (iv) of paragraph 1; or
- (d) ceases to carry on its research activities or its research activities are not found to be genuine; or
- (e) ceases to conform to and comply with the provisions of clause (ii) of sub-section (1) of Section 35 of the said Act read with rules 5C and 5E of the said Rules.

[Notification No. 39/2011/F. No. 203/58/2010/ITA-II]

AJAY GOYAL, Director (ITA-II)

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 3 अगस्त, 2011

का. आ. 2176.—भारतीय निर्यात-आयात बैंक अधिनियम, 1981 (1981 का 28) की धारा 6 की उप-धारा (1) के खंड (ङ) के उप-खंड (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, वित्तीय सेवाएं विभाग, वित्त मंत्रालय, नई दिल्ली के संयुक्त सचिव श्री अनुराग जैन को तत्काल प्रभाव से और अगले आदेश होने तक श्रीमती रवनीत कौर के स्थान पर भारतीय निर्यात-आयात बैंक के निदेशक मण्डल में निदेशक के रूप में नामित करती है।

[फा. सं. 24/4/2002-आईएफ-1]

एस. गोपाल कृष्ण, अवर सचिव

(Department of Financial Services)

New Delhi, the 3rd August, 2011

S.O. 2176.—In pursuance of sub-clause (i) of clause (e) of sub-section (1) of Section 6 of the Export Import Bank of India Act, 1981 (28 of 1981), Central Government hereby nominates Shri Anurag Jain, Joint Secretary, Department of Financial Services, Ministry of Finance, New Delhi as a Director on the Board of Directors of Export Import Bank of India with immediate effect and until further orders vice Smt. Ravneet Kaur.

[F. No. 24/4/2002-IF-1]

S. GOPAL KRISHNA, Under Secy.

नई दिल्ली, 8 अगस्त, 2011

का. आ. 2177.—भारतीय स्टेट बैंक अधिनियम, 1955 (1955 का 23) की धारा 21क के साथ पठित धारा 21 की उप-धारा (1) के खण्ड (ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करके, एतद्वारा, श्री विनोद बिहारी शर्मा (जन्म तिथि 7-02-1946) को उनकी नियुक्ति की अधिसूचना की तारीख से तीन वर्षों की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, भारतीय स्टेट बैंक के चण्डीगढ़ स्थानीय बोर्ड में सदस्य के रूप में नामित करती है।

[फा. सं. 3/17/2010-बीओ-1]
समीर के. सिन्हा, निदेशक

New Delhi, the 8th August, 2011

S.O. 2177.—In exercise of the powers conferred by clause (c) of sub-section (1) of Section 21, read with Section 21A of the State Bank of India Act, 1955 (23 of 1955), the Central Government, in consultation with Reserve Bank of India, hereby nominates Shri Vinod Bihari Sharma (DOB : 7-02-1946) as a member of the Chandigarh Local Board of State Bank of India, for a period of three years from the date of notification of his appointment or until further orders, whichever is earlier.

[F.No. 3/17/2010-BO.1]
SAMIR K. SINHA, Director

नई दिल्ली, 8 अगस्त, 2011

का. आ. 2178.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उप-खंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा 3(ज) और (3-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री गुमन सिंह (जन्म तिथि 24-03-1937) को उनकी नियुक्ति की अधिसूचना की तारीख से तीन वर्षों की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, सेन्ट्रल बैंक आफ इंडिया के निदेशक मण्डल में अंशकालिक गैर-सरकारी निदेशक के रूप में नामित करती है।

[फा. सं. 6/11/2010-बीओ-1]
समीर के. सिन्हा, निदेशक

New Delhi, the 8th August, 2011

S.O. 2178.—In exercise of the powers conferred by sub-section 3(h) and (3-A) of Section 9 of The Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 of the Nationalised Banks (Management & Miscellaneous Provisions) Scheme, 1970/1980, the Central Government hereby nominates Shri Guman Singh (DoB : 24-03-1937) as part-time non-official Director on the Board of Directors of Central Bank of India, for a period of three years from

the date of notification of his appointment or until further orders, whichever is earlier.

[F.No. 6/11/2010-BO.1]
SAMIR K. SINHA, Director

नई दिल्ली, 11 अगस्त, 2011

का. आ. 2179.—भारतीय रिजर्व बैंक अधिनियम, 1934 की धारा 8 की उप-धारा (4) के साथ पठित उप-धारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, डॉ. डी. सुब्बाराव के भारतीय रिजर्व बैंक के गवर्नर के रूप में कार्यकाल को 5 सितम्बर, 2011 से और दो वर्षों की अवधि के लिए अर्थात् 4 सितम्बर, 2013 तक बढ़ाती है।

[फा. सं. 7/3/2008-बीओ-1]
समीर के. सिन्हा, निदेशक

New Delhi, the 11th August, 2011

S.O. 2179.—In exercise of the powers conferred by clause (a) of sub-section (1) read with sub-section (4) of Section 8 of the Reserve Bank of India Act, 1934, the Central Government, hereby extends the term of Dr. D. Subbarao, as Governor of the Reserve Bank of India for a further period of two years with effect from 5th September, 2011, i.e. up to 4th September, 2013.

[F.No. 7/3/2008-BO.1]
SAMIR K. SINHA, Director

नई दिल्ली, 11 अगस्त, 2011

का.आ. 2180.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उप-खंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा 3(ज) और (3-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री संजय माकन (जन्म तिथि 26-10-1965) को उनकी नियुक्ति की अधिसूचना की तारीख से तीन वर्षों की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, इंडियन बैंक के निदेशक मण्डल में अंशकालिक गैर-सरकारी निदेशक के रूप में नामित करती है।

[फा. सं. 6/32/2010-बीओ-1]
समीर के. सिन्हा, निदेशक

New Delhi, the 11th August, 2011

S.O. 2180.—In exercise of the powers conferred by sub-section 3(h) and (3-A) of Section 9 of The Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 of the Nationalised Banks (Management & Miscellaneous Provisions) Scheme, 1970/1980, the Central Government hereby nominates Shri Sanjay Maken (DoB : 26-10-1965) as part-time non-official Director on the Board of Directors of Indian Bank, for a period of three years from the date of

notification of his appointment or until further orders, whichever is earlier.

[F.No. 6/32/2010-BO.I]
SAMIR K. SINHA, Director

मुख्य आयकर आयुक्त का कार्यालय

जयपुर, 2 अगस्त, 2011

सं. 4/2011-12

का.आ. 2181.—आयकर नियम, 1962 के नियम 2सीए के साथ पठनीय आयकर अधिनियम, 1961 (1961 का 43 वां) की धारा 10 के खण्ड (23 सी) की उप-धारा (vi) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मुख्य आयकर आयुक्त, जयपुर एतद्वारा निर्धारण वर्ष 2010-11 एवं आगे के लिए कथित धारा के उद्देश्य से “शिशु विद्या मन्दिर समिति, जयपुर (स्थाई खाता संख्या AABAS9314F)” को स्वीकृति देते हैं।

2. बशर्ते कि समिति आयकर नियम, 1962 के नियम, 2सीए के साथ पठनीय आयकर अधिनियम, 1961 की धारा 10 के उप-खण्ड (23 सी) की उप-धारा (vi) के प्रावधानों के अनुरूप कार्य करे।

[क्रमांक : मुआआ/अआआ/(मु)/जय/ 10(23सी) (vi)/11-12/1856]

मुकेश भान्ती, मुख्य आयकर आयुक्त

OFFICE OF THE CHIEF COMMISSIONER OF INCOME TAX

Jaipur, the 2nd August, 2011

No. 4/2011-12

S.O. 2181.—In exercise of the powers conferred by sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961) read with rule 2CA of the Income-tax Rules, 1962 the Chief Commissioner of Income-tax, Jaipur hereby approves “Shishu Vidhya Mandir Samiti, Jaipur (PAN-AABAS9314F)” for the purpose of said section from A. Y. 2010-11 and onwards.

2. Provided that the society conforms to and complies with the provisions of sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961 read with rule 2CA of the Income-tax Rules, 1962.

[No. CCIT/JPR/Addl. CIT(Hqrs.)/10(23C)(vi)/2011-12/1856]
MUKESH BHANTI, Chief Commissioner of Income-tax

कार्यालय आयुक्त, केन्द्रीय उत्पाद एवं सीमा शुल्क

भोपाल, 2 अगस्त, 2011

क्र. 06/2011

का.आ. 2182.—श्री के. एन. चौबे, अधीक्षक, प्रभाग-जबलपुर एवं एस. एल. मेहरा, अधीक्षक, समूह ख, केन्द्रीय उत्पाद एवं सीमा

शुल्क, मुख्यालय, भोपाल, निवर्तन की आयु प्राप्त करने पर, दिनांक 31 जुलाई, 2011 को अपराह्न में शासकीय सेवा से निवृत्त हुये।

[फा. सं. II(03)08/2010/Et-1]

हरमीत सिंह, आयुक्त

OFFICE OF THE COMMISSIONER, CUSTOMS, CENTRAL EXCISE AND SERVICE TAX

Bhopal, the 2nd August, 2011

No. 06/2011

S.O. 2182.—Shri K. N. Choubey, Superintendent, Central Excise & Customs, Div. Jabalpur, and Shri S. L. Mehra, Superintendent, Hqrs., Bhopal having attained the age of superannuation, retired from Government service in the afternoon of 31st July, 2011.

[F.No. II(03)08/2010/Et.I]

HARMEET SINGH, Commissioner

भारतीय रिज़र्व बैंक

मुंबई, 8 अगस्त, 2011

का.आ. 2183.—राष्ट्रीय आवास बैंक अधिनियम, 1987 (1987 की सं. 53) की धारा 6(2) के साथ पठित धारा 6 की उप-धारा (1) के खंड (घ) के अनुसरण में भारतीय रिज़र्व बैंक एतद्वारा राष्ट्रीय आवास बैंक के निदेशक मंडल में बैंक के नामिती निदेशक के रूप में श्री एच. आर. खान, उप गवर्नर, भारतीय रिज़र्व बैंक, मुंबई को श्रीमती श्यामला गोपीनाथ के स्थान पर नामित करता है।

[अधिसूचना सं. बैंकवि.एपीपीटी. एनएचबी. 2176/08.21.006/2011-12]

बी. महापात्र, कार्यपालक निदेशक

RESERVE BANK OF INDIA

Mumbai, the 8th August, 2011

S.O. 2183.—In pursuance of clause (d) of sub-section (1) of Section 6 read with Section 6(2) of the National Housing Bank Act, 1987 (No. 53 of 1987), Reserve Bank of India hereby nominates Shri H. R. Khan, Deputy Governor, Reserve Bank of India, Mumbai, as the Bank's Nominee Director on the Board of Directors of the National Housing Bank vice Smt. Shyamala Gopinath.

[Notification No. DBOD. Appt. NHB. 2176/08.21.006/2011-12]

B. MAHAPATRA, Executive Director

अन्तरिक्ष विभाग

बेंगलूर, 26 जुलाई, 2011

का.आ. 2184.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4)

के अनुसरण में एतद्वारा अन्तरिक्ष विभाग के निम्नलिखित कार्यालयों को अधिसूचित करती है, जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है।

1. मुख्य नियंत्रण सुविधा
अयोध्या नगर,
एन सेक्टर,
भोपाल-462 041
2. विकास तथा शैक्षिक संचार यूनिट
अम्बावाडी विस्तार डाकघर,
जोधपुर टेकरा,
अहमदाबाद-380 015
3. दिल्ली भू केन्द्र
पो. बा. सं. 5227
माल्वा मार्ग के सामने,
सरदार पटेल मार्ग,
नई दिल्ली-110 021.

[सं. 8/1/10/2011-हि.]

एन. पट्टाभि रामन, अवर सचिव

DEPARTMENT OF SPACE

Bangalore, the 26th July, 2011

S.O. 2184.—In pursuance of Sub-rule (4) of the Rule 10 of the Official Language (use for official purpose of the Union) Rule, 1976, the Central Government, hereby notifies the following offices under the Department of Space, where more than 80 per cent staff have acquired the working knowledge of Hindi.

1. Master Control Facility
Ayodhya Nagar,
N Sector,
Bhopal-462 041
2. Development and Educational
Communication Unit
Ambawadi Vistar P.O.,
Jodhpur Tekra,
Ahmedabad-380 015
3. Delhi Earth Station
PB No. 5227
Opp. Malcha Marg,
Sardar Patel Marg,
New Delhi-110 021.

[No. 8/1/10/2011-H]

N. PATTABHI RAMAN, Under Secy.

विदेश मंत्रालय

(सीपीवी प्रभाग)

नई दिल्ली, 9 अगस्त, 2011

का.आ. 2185.—राजनयिक और कौंसलीय ऑफिसर (शपथ और फीस) के अधिनियम, 1948 (1948 का 41) की धारा 2 के खंड (क) के अनुसरण में केंद्र सरकार एतद्वारा श्रीमति सुषमा हेडू, सहायक को 5-8-2011 से भारत के राजदूतावास, मस्कत में सहायक कौंसुलर अधिकारी के कर्तव्यों का पालन करने के लिए प्राधिकृत करती है।

[सं. टी. 4330/1/2006]

आर. के. पेरिन्डिया, अवर सचिव (कौंसुलर)

MINISTRY OF EXTERNAL AFFAIRS

(CPV Division)

New Delhi, the 9th August, 2011

S.O. 2185.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorize Ms. Sushma Hedao, Assistant, Embassy of India, Muscat to perform the duties of Assistant Consular Officer with effect from 5th August, 2011.

[No. T. 4330/01/2006]

R. K. PERINDIA, Under Secy. (Consular)

नई दिल्ली, 9 अगस्त, 2011

का.आ. 2186.—राजनयिक और कौंसलीय ऑफिसर (शपथ और फीस) के अधिनियम, 1948 (1948 का 41) की धारा 2 के खंड (क) के अनुसरण में केंद्र सरकार एतद्वारा श्रीमति सुनीला कृष्णन, सहायक को 9-8-2011 से भारत के राजदूतावास, कुवैत में सहायक कौंसुलर अधिकारी के कर्तव्यों का पालन करने के लिए प्राधिकृत करती है।

[सं. टी. 4330/1/2006]

आर. के. पेरिन्डिया, अवर सचिव (कौंसुलर)

New Delhi, the 9th August, 2011

S.O. 2186.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorize Smt. Sunila Krishnan, Assistant, Embassy of India, Kuwait to perform the duties of Assistant Consular Officer with effect from 9th August, 2011.

[No. T. 4330/01/2006]

R. K. PERINDIA, Under Secy. (Consular)

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

नई दिल्ली, 18 अप्रैल, 2011

का.आ. 2187.—केंद्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केंद्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स भारत स्केल कम्पनी, सी-211, सेक्टर-10, नोएडा (उत्तर प्रदेश) द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "बीएसटीटी-14" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, जिसके ब्राण्ड का नाम "ओरिएन्ट" है, (जिसमें इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/166 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) है। इसकी अधिकतम क्षमता 15 कि.ग्रा. है और न्यूनतम क्षमता 50 ग्रा. है। सत्यापन मापमान अंतराल (ई) 1 ग्रा. है इसमें एक आधेयतुलन युक्ति है जिसका यह प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति - 2 मॉडल को सीलिंग करने का याज्ञनावद्ध डायग्राम

स्केल की बाटों में दिए गए छेदों में से सीलिंग वायर निकाल कर सीलिंग की जाती है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में कॅलिब्रेशन के लिए बाहरी पहुंच है। बाहरी कॅलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड मकर बोर्ड में दिए स्थानों पर लगाया गया है।

और केंद्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक के "ई" मान के लिए 100 से 50,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-3} , 2×10^{-3} या 5×10^{-3} के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. स. डब्ल्यू एम 21(08)/2010]

बी. एन. दीक्षित, निदेशक, अधिक माप विभाग

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION**(Department of Consumer Affairs)**

New Delhi, the 18th April, 2011

S.O. 2187.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions:

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of High Accuracy (Accuracy class -II) of Series "BSIT-14" and with brand name "ORIENT" (hereinafter referred to as the said Model), manufactured by M/s Bharat Scale company, C-211, Sec. 10, Noida (UP) which is assigned the approval mark IND/09/10/166.

The said model is a strain gauge type load cell based non-automatic weighing instrument (Tabletop type) with a maximum capacity of 15 kg. and minimum capacity of 50g. The verification scale interval (e) is 1g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

Figure-1 Model



Figure-2 Schematic Diagram of sealing provision of the model

Sealing is done by passing the sealing wire from the body of the scale through holes. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make, and performance of same series with maximum capacity up to 50kg. and with number of verification scale interval (n) in the range of 100 to 50000 for 'e' value of 1mg. to 50mg. and with number of verification scale interval (n) in the range of 5000 to 50000 for 'e' value of 100mg. or more and with 'e' value 1×10^k , 2×10^k , or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and materials with which, the approved Model has been manufactured.

[F.No.WM-21/(08)2010]

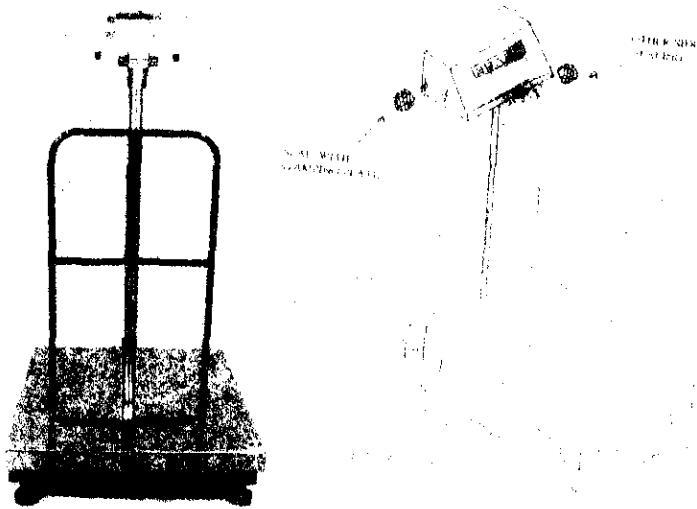
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 18 अप्रैल, 2011

का.आ. 2188.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स भारत स्केल कम्पनी, सी-211, सेक्टर-10, नोएडा (उत्तर प्रदेश) द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "बीएसपीटी-1000" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्राण्ड का नाम "ओरिएन्ट" है, (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/1811 उपयुक्तित्व दिया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. है और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 100 ग्रा. है। इसमें एक आधेयुक्तुवन यंत्र है जिसके शत प्रतिशत व्यकलनात्मक धारित आधेयुक्तुवन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

स्केल की बाडी में दिए गए छेदों में से सीलिंग वायर निकाल कर सीलिंग की जाती है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में केलिब्रेशन के लिए बाहरी पहुंच है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी बोर्ड/मदर बोर्ड में हिप् स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$ के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा सं. डक्यू नम्बर 21/100/2010]

बी. एन. दीक्षित, निदेशक, विश्विद्यालय विज्ञान

New Delhi, the 18th April, 2011

S.O. 2188.—Whereas the Central Government, after considering the report submitted to it by the presiding authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of Medium Accuracy (Accuracy class -III) of series "BSPT-1000" and with brand name "ORIENT" (hereinafter referred to as the said model), manufactured by M/s Bharat Scale Company, C-21, Sec. 10, Noida (UP) which is assigned the approval mark IND/09/10/167.

The said model is a strain gauge type load cell based non-automatic weighing instrument (platform type) with maximum capacity of 1000 kg. and minimum capacity of 2kg. The verification scale interval (e) is 100g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

Figure-1 Model

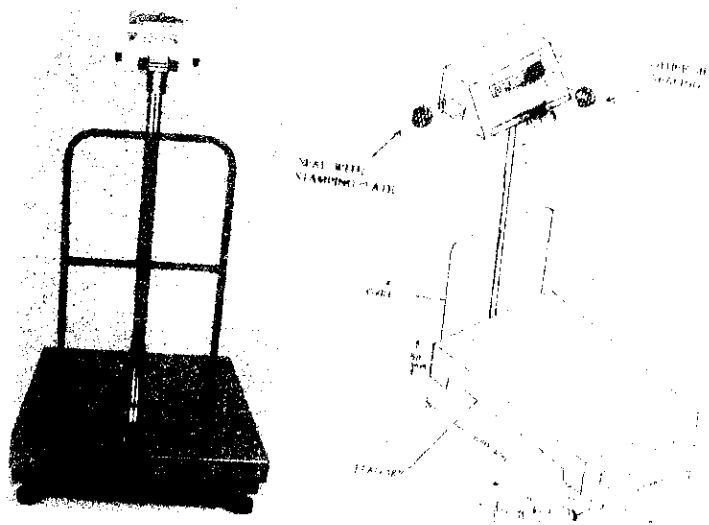


Figure-2 Schematic Diagram of sealing provision of the model

Sealing is done by passing the sealing wire from the body of the scale through holes. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said, Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make, and performance of same series with maximum capacity above 50 kg. up to 5000kg, with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No.WM-21(08)2610]

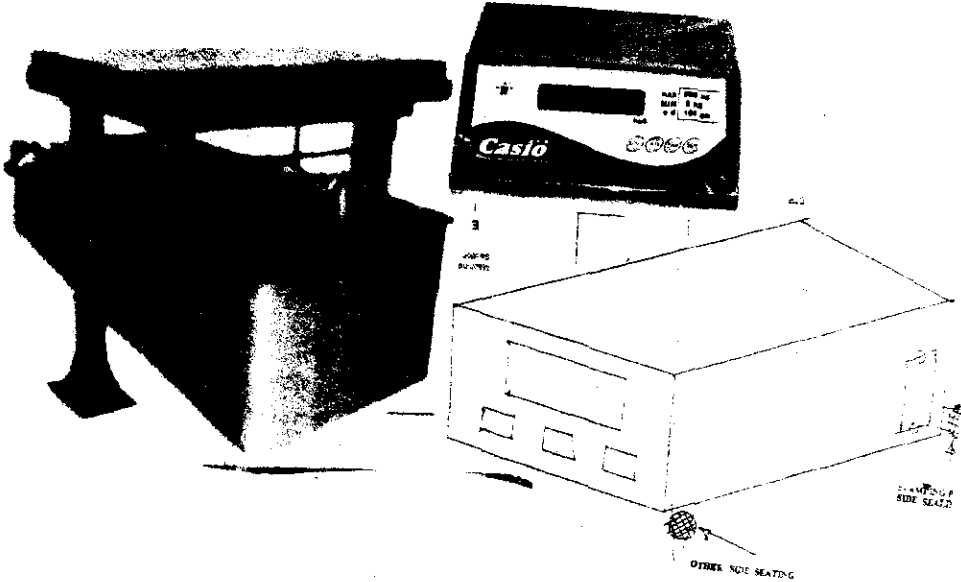
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 28 अप्रैल, 2011

का.आ. 2189.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स सिद्धी इंटरप्राइजेज, बारा टूटी खरंजा के पास, कंडे लेन, मालीवाडा, अहमदनगर-414001 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "एसपी-500" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्रांड का नाम "सीएसआईओपीएम" है, (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/344 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 600 कि.ग्रा. या 600 लीटर और न्यूनतम क्षमता 2 कि.ग्रा. या 2 लीटर है। सत्यापन मापमान अंतराल (ई) 100 ग्रा. या 100 मी.लि. है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्पले की बाड़ी में से सीलिंग वायर निकाल कर डिस्पले के राइट साइड/बैक साइड में सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सिलिंग वायर निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$ के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम 21(224)/2010]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 28th April, 2011

S.O. 2189.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of Medium Accuracy (Accuracy class -III) of Series “SP-500” and with brand name “CASIOATM” (hereinafter referred to as the said Model), manufactured by M/s Siddhi Enterprises, Near Bara Toti Karanja, Kanade Lane Maliwada, Ahmednagar-414001 and which is assigned the approval mark IND/09/10/344;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 600 kg. or 600 litre and minimum capacity of 2kg. or 2 litre. The verification scale interval (e) is 100g. or 100 ml. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

Figure-1

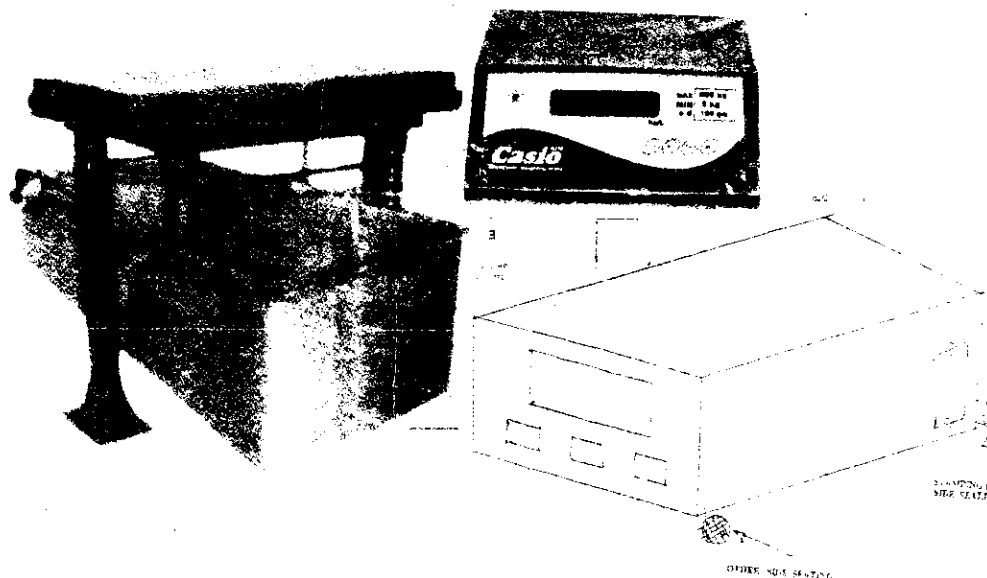


Figure-2 Schematic Diagram of sealing provision of the model

Sealing is done on the right side/back side of the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate & top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

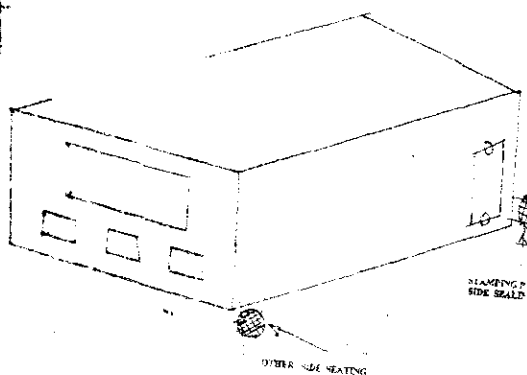
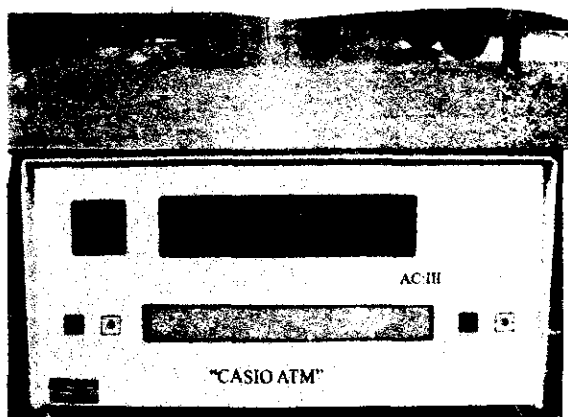
Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said, Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity above 50 kg. and up to 5000kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

नई दिल्ली, 28 अप्रैल, 2011

का.आ. 2190.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स सिद्धी इंटरप्राइज, बारा टूटी खरंजा के पास, कंडे लेन, मालीवाडा, अहमदनगर-414001 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "डब्ल्यूबीटी-30" शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (इलेक्ट्रॉनिक वेब्रिज टाइप) के मॉडल का, जिसके ब्राण्ड का नाम "सीएसआईओएटीएम" है, (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/345 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (इलेक्ट्रॉनिक वेब्रिज टाइप) है। इसकी अधिकतम क्षमता 30 टन है और न्यूनतम क्षमता 100 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 कि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक आयोड (एल ई डी) तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्पले की बाडी में से सीलिंग वायर निकालकर डिस्पले के राइट साइड/बैक साइड से सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कावर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 5 टन से 200 टन तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^4 , 2×10^4 या 5×10^4 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम 21(224)/2010]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 28th April, 2011

S.O. 2190.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Electronic Weighbridge) with digital indication of Medium Accuracy (Accuracy class -III) of Series "WB-30" and with brand name "CASIOATM" (hereinafter referred to as the said Model), manufactured by Mrs Siddh Enterprises, Near Bara Toti Karanja, Kanade Lane Maliwada, Ahmednagar-414001 and which is assigned the approval mark IND/09/10/345;

The said Model is a strain gauge type load cell based non-automatic weighing instrument (Electronic Weighbridge) with a maximum capacity of 30 tonne and minimum capacity of 100kg. The verification scale interval (e) is 5kg. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

Figure-1

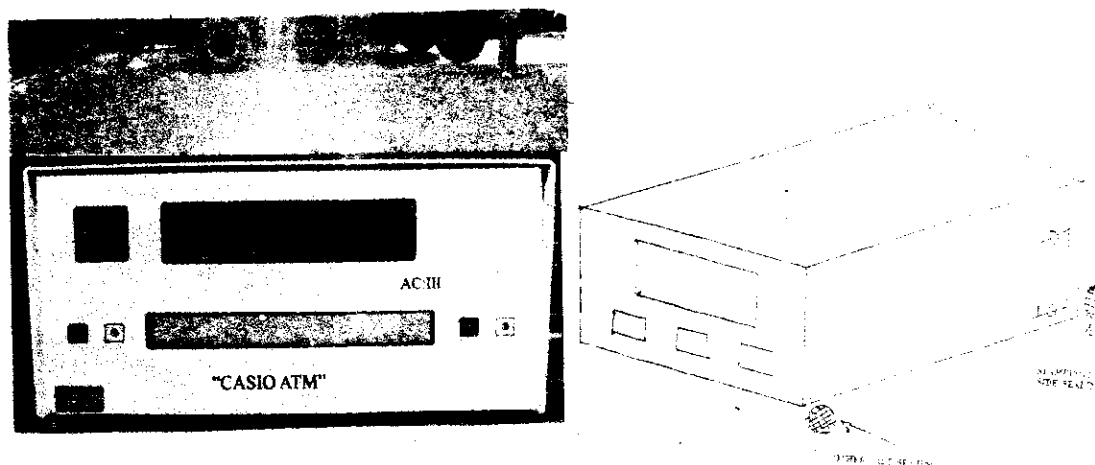


Figure-2 Schematic Diagram of sealing provision of the Model

Sealing is done on the right side/back side of the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the Model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said, Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make, and performance of same series with maximum capacity above 5 tonne and up to 200 tonne with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , where 'k' is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured

[ENo.WM-21(224)/2010]

B. N. DIXIT, Director of Legal Metrology

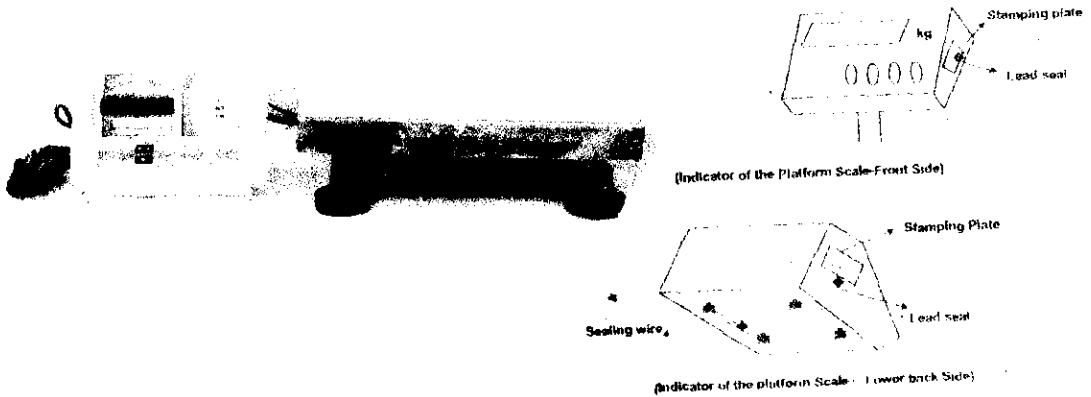
नई दिल्ली, 28 अप्रैल, 2011

का.आ. 2191.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स प्रिंसिशन इलेक्ट्रॉनिक इंस्ट्रुमेंट्स कं., एच-45, उद्योग नगर, पीरागढी, नई दिल्ली-110041 द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले 'जीएलपीके' शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफॉर्म टाइप) के मॉडल का, जिसके ब्रांड का नाम "गोल्डलाइन" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/565 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफॉर्म टाइप) है। इसकी अधिकतम क्षमता 200 कि.ग्रा. और न्यूनतम क्षमता 1 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) 20 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

Schematic Diagram of stamping and sealing (Platform scale)



आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्पले की बाड़ी में से सीलिंग वायर निकाल कर डिस्पले पर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/पदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक के "ई" मान के लिए 100 से 100,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के "ई" मान के लिए 5000 से 100,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम 21(332)/2010]

बी.एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 28th April, 2011

S.O. 2191.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions:

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of High Accuracy (Accuracy class-II) of Series "GLPK" and with brand name "GOLD LINE" (hereinafter referred to as the said Model), manufactured by M/s Precision Electronic Instruments Co., H-45, Udyog Nagar, Peeragarhi, New Delhi-110041 and which is assigned the approval mark IND/09/10/565:

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 200 kg. and minimum capacity of 1kg. The verification scale interval (e) is 20g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) Display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply

Figure-1

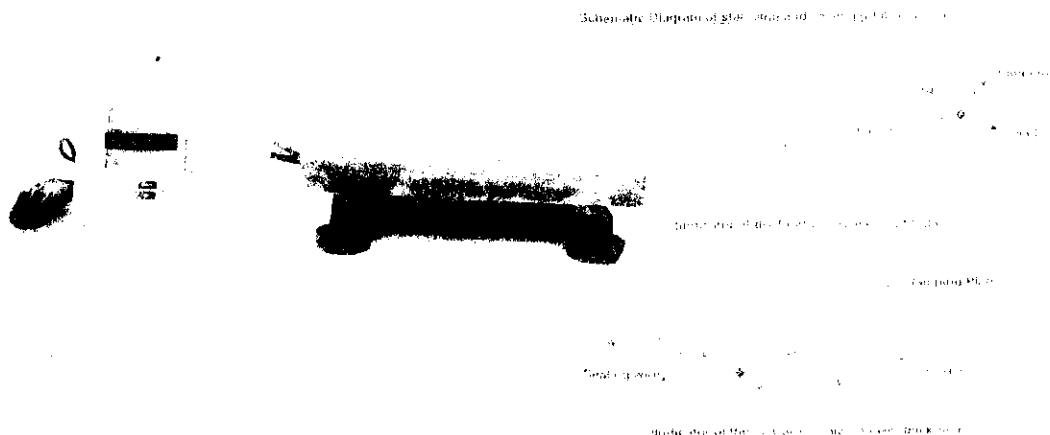


Figure-2 Schematic Diagram of sealing provision of the model

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate & top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, and performance of same series with maximum capacity above 50kg. and up to 5000kg. with verification scale interval (n) in the range of 100 to 100000 for 'e' value of 1mg. to 50mg. and with verification scale interval (n) in the range of 5000 to 10,0000 for 'e' value of 100mg. or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No.WM-21 (332) 2010]

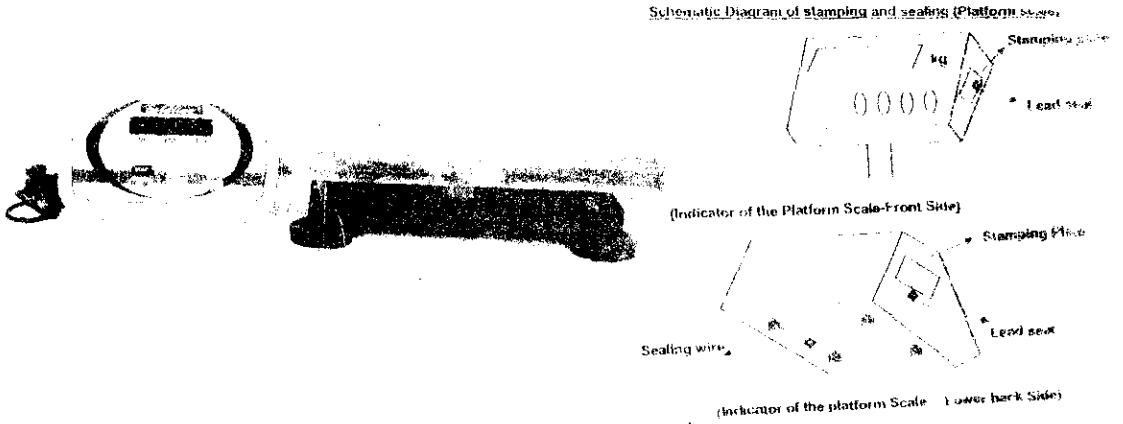
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 28 अप्रैल, 2011

का.आ. 2192.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976(1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स प्रिसिशन इलेक्ट्रॉनिक इंस्ट्रुमेंट्स कं., एच-45, उद्योग नगर, पीरागढी, नई दिल्ली-110041 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले 'जीएलएनबी' शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के माडल का, जिसके ब्राण्ड का नाम "गोल्डलाइन" है, (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/10/566 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 200 कि.ग्रा. है और न्यूनतम क्षमता 400 ग्रा. है। सत्यापन मापमान अंतराल (ई) 20 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्पले की बाडी में से सीलिंग वायर निकाल कर डिस्पले पर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^6 , 2×10^6 या 5×10^6 के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम 21(332)/2010]

बी.एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 28th April, 2011

S.O. 2192.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of medium Accuracy (Accuracy class -III) of Series "GLNB" and with brand name "GOLD LINE" (hereinafter referred to as the said Model), manufactured by M/s Precision Electronic Instruments Co., H-45, Udyog Nagar, Peeragarhi, New Delhi-110041 and which is assigned the approval mark IND/09/10/566;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 200 kg. and minimum capacity of 400 g. The verification scale interval (e) is 20g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

Figure-1 Model

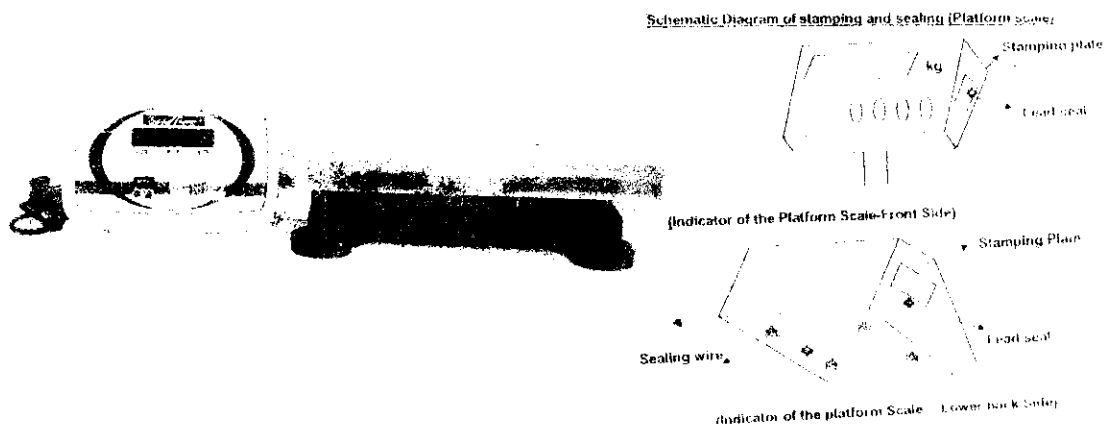


Figure-2 Schematic Diagram of sealing provision of the model

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate & top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said, Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, and performance of same series with maximum capacity above 50kg. and up to 5000kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No.WM-21(332)-2010]

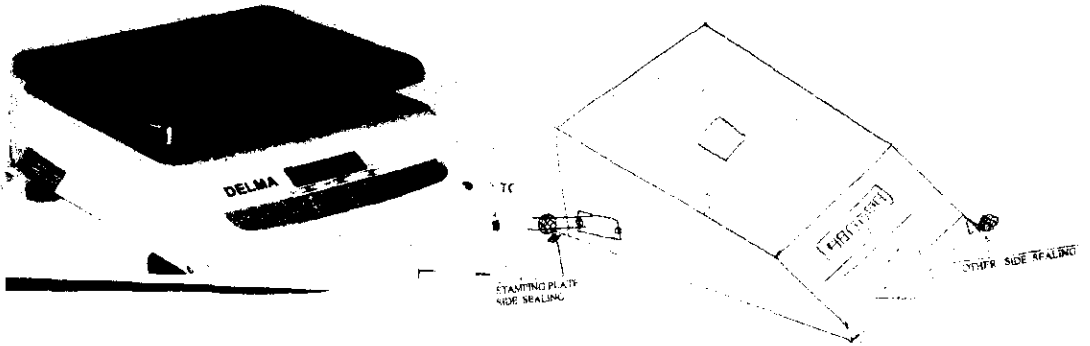
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 6 जुलाई, 2011

का.आ. 2193.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स डेल्टा स्कैल्ज, कुझीकुन्नु, कन्नूर, पिन-670001, केरल द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले 'डीईटी-11' शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्राण्ड का नाम "डेल्टा" है, (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/98 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति -2 माडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्पले की बाडी में से सीलिंग वायर निकाल कर डिस्पले पर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिय गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही भेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. तक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 5ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-6} , 2×10^{-6} , 5×10^{-6} , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम 21(49)/2011]

बी.एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 6th July, 2011

S.O. 2193.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of Medium Accuracy (Accuracy class -II) of Series “DET-11” and with brand name “DELMA” (hereinafter referred to as the said Model), manufactured by M/s. Delma Scales, Kuzhikunnu, Kannur, Pin-670001, Kerala and which is assigned the approval mark IND/09/11/98;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30 kg. and minimum capacity of 100 g. The verification scale interval (e) is 5g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) Display indicates the weighing results. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

Figure-1 Model

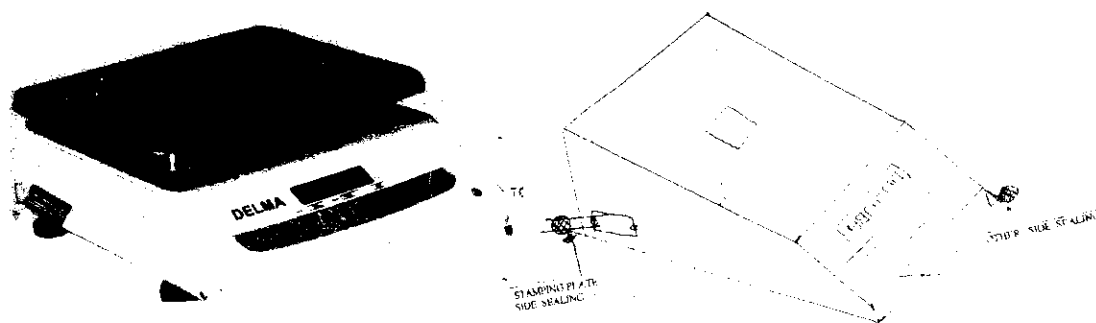


Figure-2 Schematic Diagram of sealing provision of the model

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate & top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said, Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 50kg with verification scale interval (n) in the range of 100 to 10000 for 'e' value of 100mg to 2g and with verification scale interval (n) in the range of 500 to 10000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No.WM-21(49)/2011]

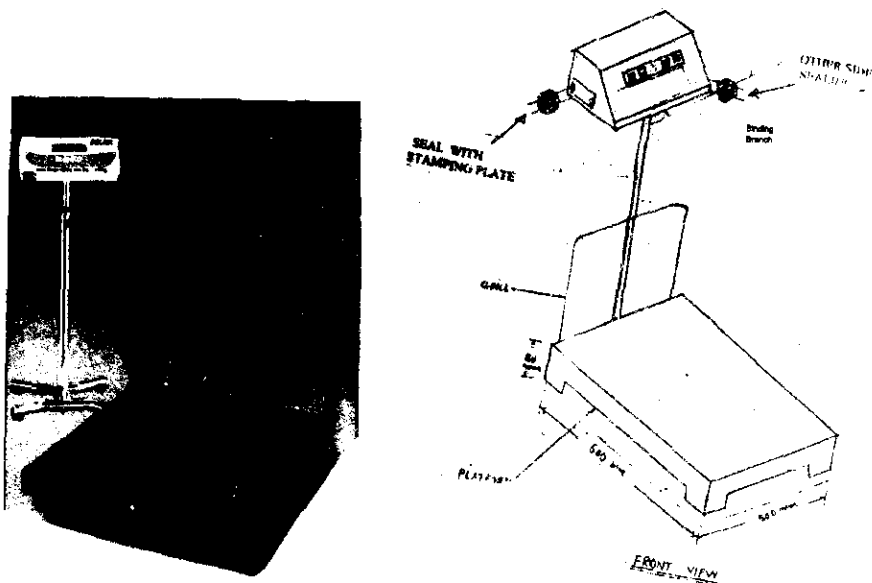
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 6 जुलाई, 2011

का.आ. 2194.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों को प्रयोग करते हुए मैसर्स डेल्टा स्कैलज, कुझीकुन्नु, कन्नूर, पिन-670001, केरल द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले 'डीईपी-7' शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के माडल का, जिसके ब्राण्ड का नाम "डेल्टा" है, (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/99 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्पले की बाडी में से सीलिंग वायर निकाल कर डिस्पले पर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कवर में बनें दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 , 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम 21(49)/2011]

बी.एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 6th July, 2011

S.O. 2194.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of medium accuracy (Accuracy class -III) of Series "DEP-7" and with brand name "DELMA" (hereinafter referred to as the said Model), manufactured by M/s. Delma Scales, Kuzhikunnu, Kannur, Pin-670001, Kerala and which is assigned the approval mark IND/09/11/99;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000 kg. and minimum capacity of 2 kg. The verification scale interval (e) is 100g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) Display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

Figure-1 Model

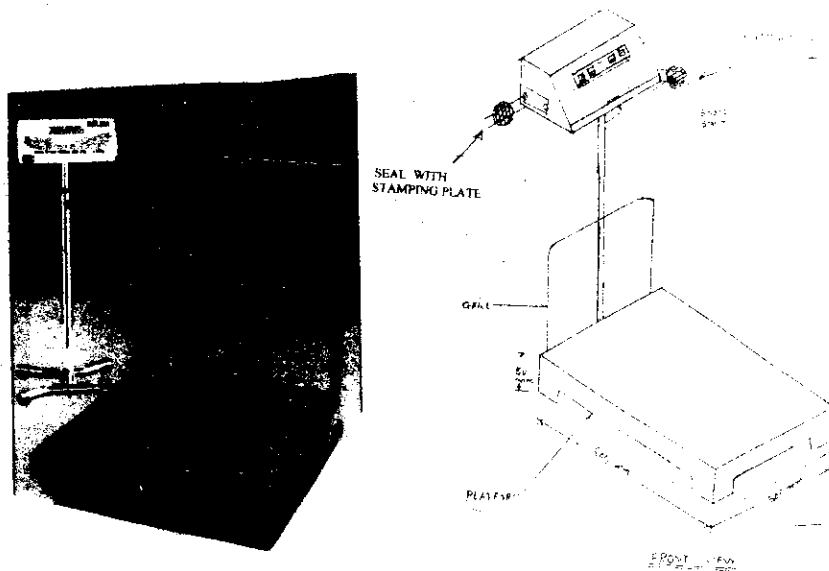


Figure-2 Schematic Diagram of sealing provision of the model

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate & top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said, Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity above 500kg up to 5000kg with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[E.No.WM-21(49) 2011]

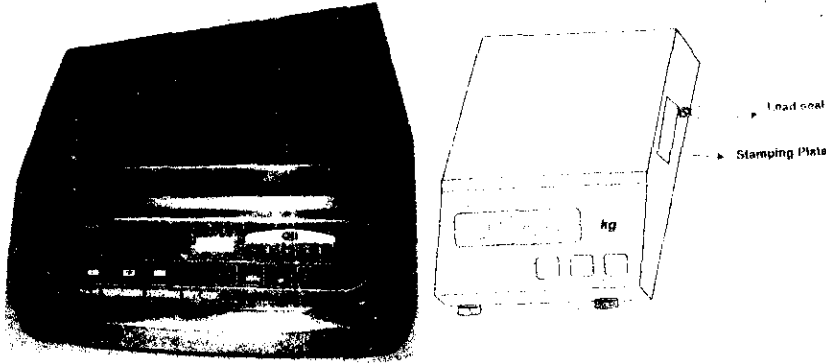
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 7 जुलाई, 2011

का.आ. 2195.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स रियलस्केन सिस्टम प्रा. लि., ए-9/1, बेसमेंट, नारायणा इंडस्ट्रियल एरिया, फेज-1, नई दिल्ली-110028 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले 'आरटीएमएस' शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, जिसका ब्राण्ड का नाम "रियलस्केन" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/117 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्पले की बाड़ी में से सीलिंग वायर निकाल कर डिस्पले पर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. तक के "ई" मान के लिए 100 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-6} , 2×10^{-6} या 5×10^{-6} , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(57)/2011]

बी.एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 7th July, 2011

S.O. 2195.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of Medium Accuracy (Accuracy class -III) of Series "RTMS" and with brand name "REALSCAN" (hereinafter referred to as the said Model), manufactured by M/s. Realscan Systems Pvt. Ltd., A-9/1, Basement, Nariana Industrial Area, Phase-I, New Delhi-110028 and which is assigned the approval mark IND/09 11, 117;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table Top type) with a maximum capacity of 30 kg. and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) Display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

Figure-1 Model



Figure-2 Schematic Diagram of sealing provision of the model

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by a hole in base plate and top cover of display, then seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg with verification scale interval (m) in the range of 100 to 10,000 for 'e' value of 100 mg to 2g and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which the said approved model has been manufactured.

[ENo.WM-21(57)2011]

B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 7 जुलाई, 2011

का.आ. 2196.—केंद्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) तथा विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब केंद्रीय सरकार, विधिक माप विज्ञान (मॉडलों का अनुमोदन) नियम, 2011 के नियम 8 के उप-नियम (6) और नियम 11 के उप-नियम (4) के साथ पठित विधिक माप विज्ञान अधिनियम, 2009 (2010 का 1) की धारा 22 द्वारा शक्तियों का प्रयोग करते हुए मैसर्स हांगझु यूनिवर्सल इलेक्ट्रॉनिक कं. लि., नं. 38, यंगजिआतांग विलेज, सजंडन टाउन, हांगझु, चाइना द्वारा विनिर्मित यथार्थता वर्ग-II वाले 'एमटी-101' शृंखला के अधिकतम डिवाइस अंकक सूचन सहित क्लिनीकल इलेक्ट्रिकल थर्मामीटर के साथ, जिसके ब्रांड का नाम "अपोलो फार्मैसी" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे मैसर्स बंगा इंटरनेशनल, 16/5, मथुरा रोड, ए-33, कटोरा रोड, फरीदाबाद-121002 द्वारा बिक्री से पहले या बाद में बिना किसी परिवर्तन के भारत में आयात किया गया और जिसे अनुमोदन विडि नं. एन डी/09/11/183 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल हार्ड टिप टाइप क्लिनीकल इलेक्ट्रिकल थर्मामीटर है जो अधिकतम डिवाइस, एल सी डी (लिक्विड क्रिस्टल डिस्प्ले) टाइप अंकक सूचन सहित मापमान रेंज 32°C से 42°C में है और जिसका न्यूनतम स्केल अंतराल 0.1°C है। यह 1.5 V डीसी बैटरी से परिचालित होता है।

[फा. सं. डब्ल्यू.एम.-21(69°)-30.11]

बी.एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 7th July, 2011

S.O. 2196.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Legal Metrology Act, 2009 (1 of 2010) and the Legal Metrology (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by the second proviso to Section 22 of the Legal Metrology Act, 2009 (1 of 2010) read with sub-rule (6) of rule 8 and sub-rule (4) of rule 11 of the Legal Metrology (Approval of Models) Rules, 2011, the Central Government hereby issues and publishes the certificate of approval of the model of Clinical Electrical Thermometer with Maximum Device with digital indication of Accuracy Class-II of series "MT-101" and with brand name "Apollo Pharmacy" (hereinafter referred to as the said Model), manufactured by M/s. Hangzhou University Electronic Co. Ltd., No. 38, Yangjiatang Village, Sazndum Town, Hangzhou, China and Imported in India without any alteration before or after scale by M/s. Banga International, 16/5, Mathura Road, A-33, Karkhana Bagh, Faridabad-121007 and which is assigned the approval mark IND/09/11/183;

Figure-1 Model



The said model is a hard tip type Clinical Electrical Thermometer with maximum device, having measurement range of 32°C to 42°C with digital indication of LCD (Liquid Crystal Display) type and the smallest scale interval is 0.1°C. It operates on 1.5 V DC battery.

[F.No.WM-21(69)/2011]

B. N. DIXIT, Director of Legal Metrology

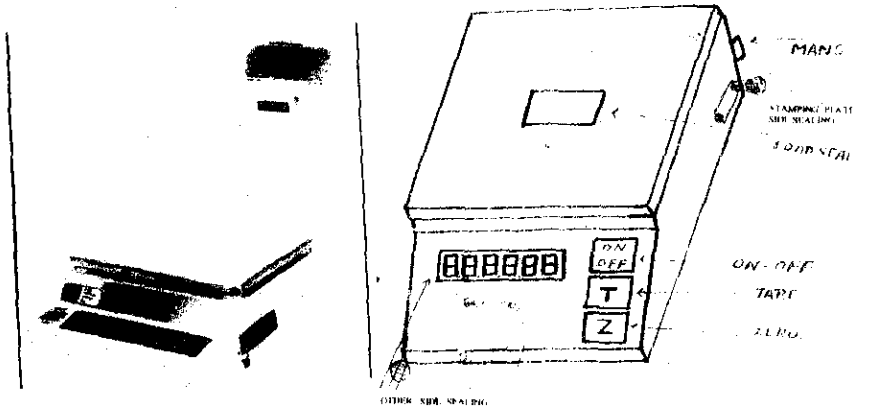
नई दिल्ली, 8 जुलाई, 2011

का.आ. 2197.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स इंडियन वेइंग, 43, नैनिअप्पा नैकेन स्ट्रीट, चेन्नई-3 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले 'एसीटी-11' शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, जिसके ब्राण्ड का नाम "एक्टिवा" है, (जिससे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/44 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति



आकृति-2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्पले की बाड़ी में से सीलिंग वायर निकाल कर डिस्पले पर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. तक के "ई" मान के लिए 100 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-6} , 2×10^{-6} या 5×10^{-6} , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(19)/2011]

बी.एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 8th July, 2011

S.O. 2197.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions:

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic weighing instrument (Table top type) with digital indication of Medium Accuracy (Accuracy class-III) of series "ACT-11" and with brand name "ACTIVA" (hereinafter referred to as the said Model), manufactured by M/s Indeyan Weighing, 43, Nainiappa Naiken Street, Chennai-3 and which is assigned the approval mark IND/09/11/44;

The said Model is a strain gauge type load cell based non-automatic weighing instrument (Table Top Type) with a maximum capacity of 30 kg. and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

Figure-1

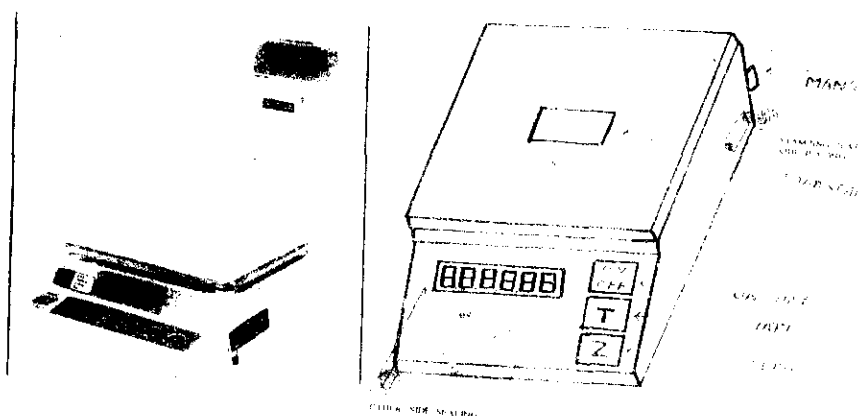


Figure-2 Schematic Diagram of sealing provision of the model

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said, Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100mg. to 2g. and with verification scale interval (n) in the range of 500 to 10000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No.WM-21 (19) 2011]

B. N. DIXIT, Director of Legal Metrology

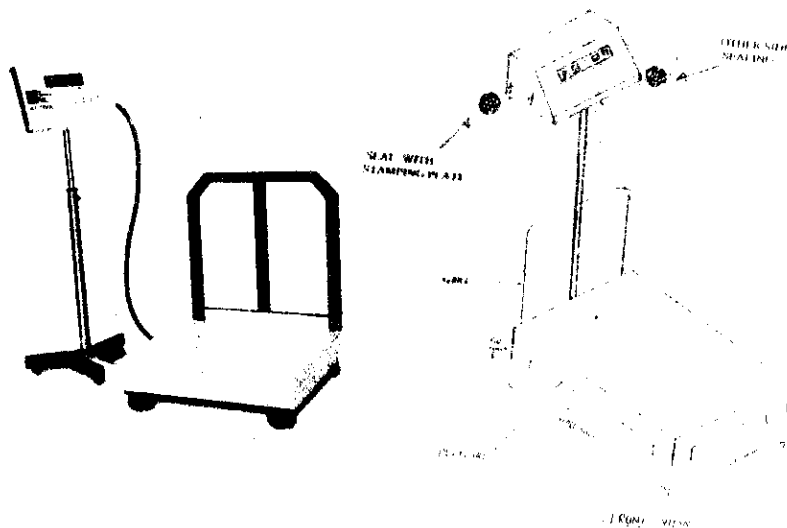
नई दिल्ली, 8 जुलाई, 2011

का.आ. 2198.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स इंडियान वेडिंग, 43, नैनिअप्पा नैकन स्ट्रीट, चेन्नई-3 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले 'एसीपी-7' शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्राण्ड का नाम "एक्विवा" है, (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिस अनुमोदन चिह्न आई एन डी/09/11/45 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. है और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

आकृति



आकृति -2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम

डिस्पले की बाड़ी में से सीलिंग वायर निकाल कर डिस्पले पर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छंदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(19)/2011]

बी.एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 8th July, 2011

S.O. 2198.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of medium accuracy (Accuracy class -III) of Series "ACP-7" and with brand name "ACTIVA" (hereinafter referred to as the said model), manufactured by M/s Indeyan Weighing, 43, Nainiappa Naiken Street, Chennai-3 and which is assigned the approval mark IND/09/11/45;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000 kg. and minimum capacity of 2kg. The verification scale interval (e) is 100g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) Display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

Figure-1

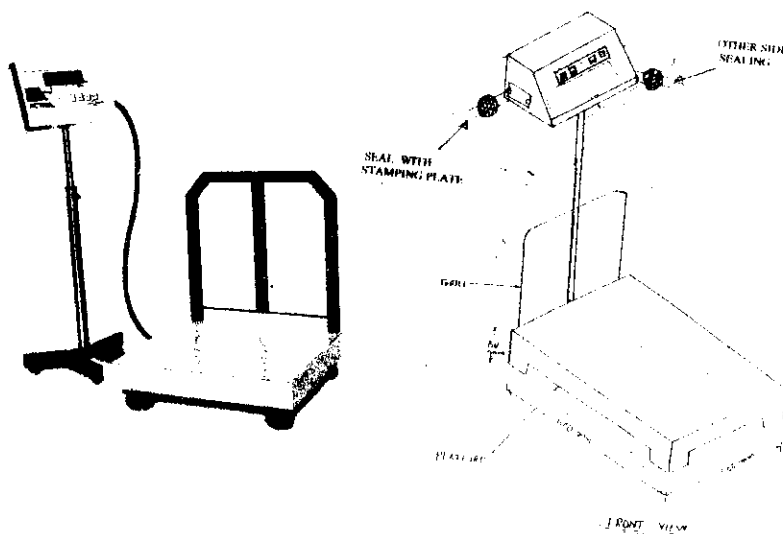


Figure-2 Schematic Diagram of sealing provision of the model

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate & top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity above 50kg and up to 5000kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured

[E.No.WM-21/(19)2011]

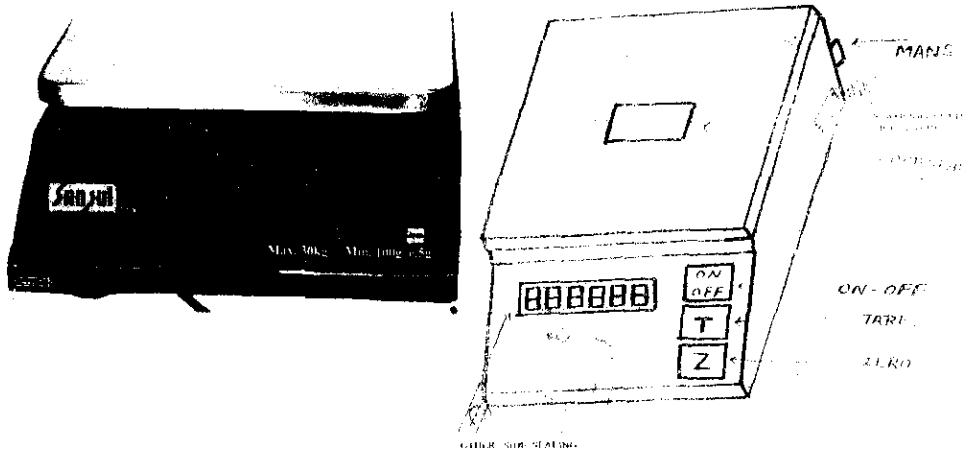
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 11 जुलाई, 2011

का.आ. 2199.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए मैसर्स श्री साई स्कैल कं., 107, वैभवानन्द हाउसिंग सोसायटी, इंगोल नगर, पुण्यधाम मंदिर रोड, हडकेश्वर नाका, नागपुर-440034 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले 'एसएसपी-11' शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, जिसके ब्रांड का नाम "सनसुइडीएलएक्स" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/107 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है;

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम।

डिस्पले की बाड़ी में से सीलिंग वायर निकाल कर डिस्पले पर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. तक के "ई" मान के लिए 100 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 5ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम 21(50)/2011]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 11th July, 2011

S.O. 2199.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of Medium Accuracy (Accuracy class-III) of Series "SSP-11" and with brand name "SANSUIDLX" (hereinafter referred to as the said Model), manufactured by M/s. Shri Sai Scale Co., 107, Vaibhavanand Housing Society, Ingole Nagar, Punyadham Mandir Road, Hudkeshwar Naka, Nagpur-440034 and which is assigned the approval mark IND/09/11/107;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 30kg and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

Figure-1

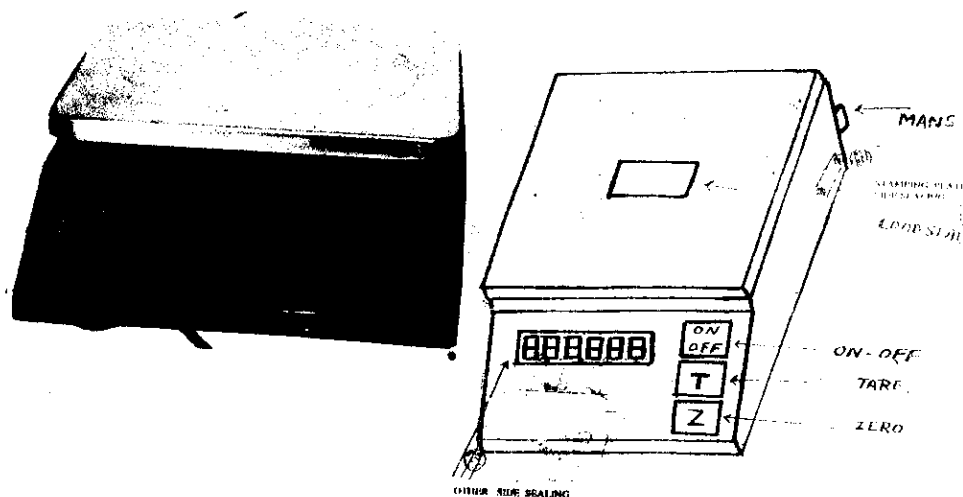


Figure-2 Schematic Diagram of sealing provision of the model.

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50kg with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100mg to 2g and with verification scale interval (n) in the range of 500 to 10000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F.No.WM-21/(50)/2011]

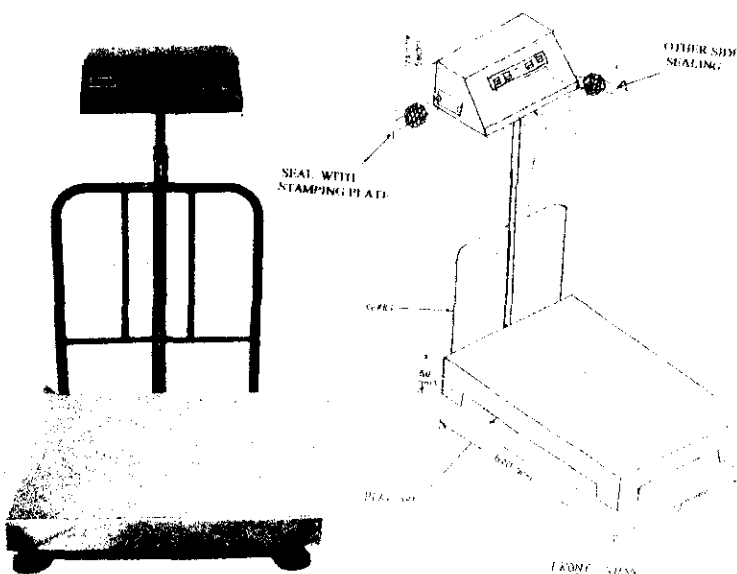
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 11 जुलाई, 2011

का.आ. 2200.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए, मैसर्स श्री साई स्केल कं., 107, वैभवानन्द हाउसिंग सोसायटी, इंगोल नगर, पुण्यधाम मंदिर रोड, हडकेश्वर नाका, नागपुर-440034 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "एसपीपी-7" श्रृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) को मॉडल का, जिसके ब्रांड का नाम "सनसुइडीएलएक्स" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/108 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है;

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. है और न्यूनतम क्षमता 2 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 मॉडल को सीलिंग करने का योजनाबद्ध डायग्राम।

डिस्पले की बाडी में से सीलिंग वायर निकाल कर डिस्पले पर सीलिंग की जाती है। सील के साथ जुड़े हुए डिस्पले के बेस प्लेट और टॉप कवर में बने दो छेदों में से सीलिंग वायर निकाल कर सील से जोड़ा गया है। माडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 , और 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(50)/2011]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 11th July, 2011

S.O. 2200.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of Medium Accuracy (Accuracy class-III) of Series "SPP-7" and with brand name "SANSUIDLX" (hereinafter referred to as the said model), manufactured by M/s. Shri Sai Scale Co., 107, Vaibhavanand Housing Society, Ingle Nagar, Punyadham Mandir Road, Hudkeshwar Naka, Nagpur-440034 and which is assigned the approval mark IND/09/11/108;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000kg and minimum capacity of 2kg. The verification scale interval (e) is 100g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230Volts, 50Hertz alternative current power supply.

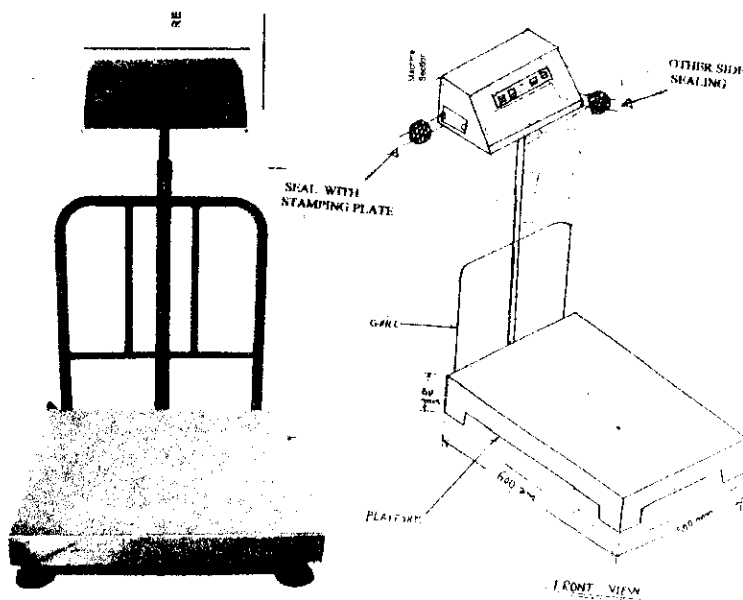


Figure-2 Schematic diagram of sealing provision of the model.

Sealing is done on the display by passing sealing wire from the body of the display. The seal is connected by whole in base plate and top cover of display, than seal wire is passed through these two holes attached with seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg and up to 5000kg with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21(50)/2011]

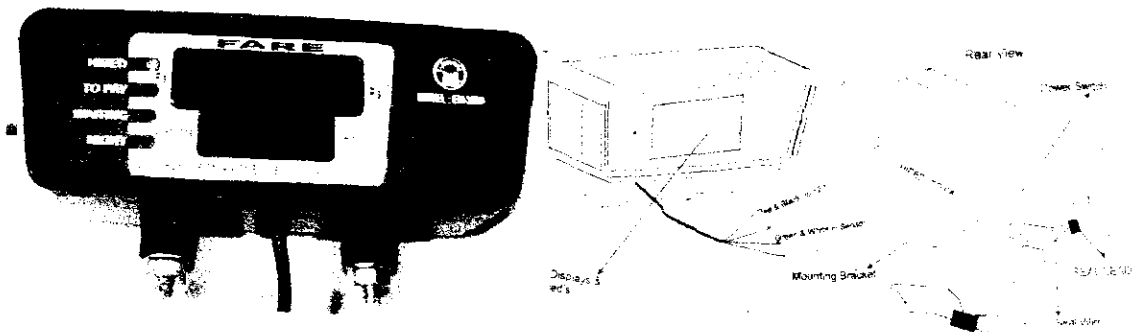
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 11 जुलाई, 2011

का.आ. 2201.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स इलेक्ट्रोन मैग्नेटिक्स, नं. 31/2, 5th सी क्रॉस, शारदाम्बा नगर, जलहली, बंगलोर-560 013 द्वारा विनिर्मित "ईएम-3000" शृंखला के अंकक सूचन सहित "टैक्सी/आटो मीटर" के मॉडल का, जिसके ब्रांड का नाम "ई-स्टार" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/84 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल "टैक्सी/आटो मीटर" मापन उपकरण है जो लगातार योग करता जाता है और यात्री द्वारा देय भाड़े को यात्रा के दौरान किसी भी समय दर्शाता है। सार्वजनिक वाहन के यात्रियों द्वारा देय भाड़ा, तय की गई दूरी और निर्धारित स्पीड से कम पर व्यतीत किए गए समय का फलन है जो प्राधिकृत शुल्क के अनुसार अनुपूरक भाड़े से स्वतंत्र है। मीटर को रीडिंग प्रकाश उत्सर्जक डायोड (एल ई डी) द्वारा दर्शाया जाता है। टैक्सी मीटर का 'के' फेक्टर 2800 प्लसेस प्रति किलोमीटर पर चलता है। इंडीकेटर में 5 अंक (दो दशमलव प्वाइंट सहित) अधिकतम किराया सूचन के लिए, 4 अंक (4 अंक एक दशमलव प्वाइंट सहित) अधिकतम दूरी दर्शाने के लिए और 4 अंक (दो मिनट के लिए और दो सैकंड के लिए) अधिकतम समय दर्शाने के लिए है।



आकृति-2 मॉडल को सीलिंग प्रावधान का सीलिंग डायग्राम

सील और स्टाम्प के स्थापन के लिए दिए गए दो स्कू होल्ज वाले में से लीडिड वायर निकाल मीटर की रियर बाटम साइड में सीलिंग की जाती है। सील से छेड़छाड़ किए बिना मीटर को खोला नहीं जा सकता। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

[फा. सं. डब्ल्यू एम-21(40)/2011]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 11th July, 2011

S.O. 2201.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of "Taxi/Auto Meter" with digital indication (hereinafter referred to as the said model) of "EM-3000" series and with brand name "E-STAR" manufactured by M/s. Electron Magnetics, No. 31/2, 5th 'C' Cross, Sharadamba Nagar, Jalahalli, Bangalore-560013 and which is assigned the approval mark IND/09/11/84;

The said model of "Taxi/Auto Meter" is a measuring instrument which totalizes continuously and indicates the fare at any moment of journey the charges payable by the passenger of a public vehicles as function of the distance traveled and below a certain speed, the fare is calculated as function of the time taken. This being independent of supplementary charges according to the authorized tariffs. The reading of the meter is indicated by the Light Emitting Diode (LED). The 'k' factor of the Taxi Meter is 2800 pulses per kilometer. The indicator have 5 digits (with two decimal points) for maximum fare indication, 4 digits (4 digits including one decimal point) for maximum distance indication and 4 digits (two for minutes and two for seconds) for maximum time indication.

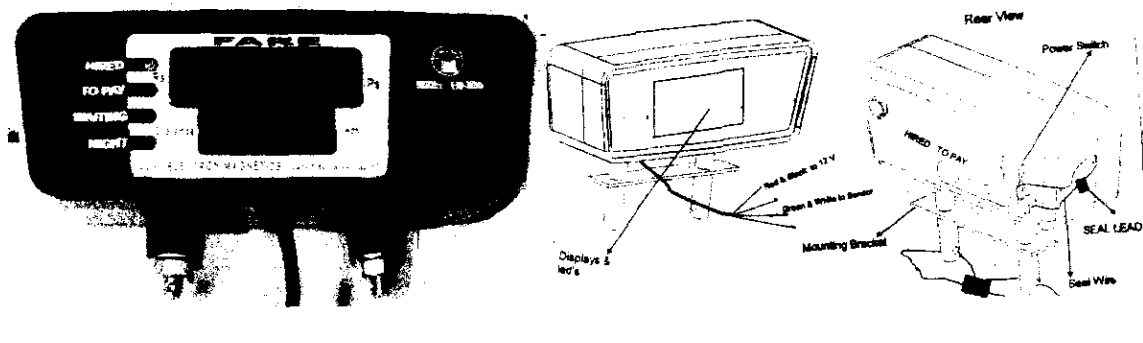


Figure-2 Schematic diagram of sealing provision of the model

Sealing is done on the rear bottom side of the meter, two screws with holes are provided through which the leaded wire will be passed to receive the verification seal and stamp. the meter cannot be opened without tampering the seal. A schematic diagram of sealing provision of the model is given above.

[F. No. WM-21(40)/2011]

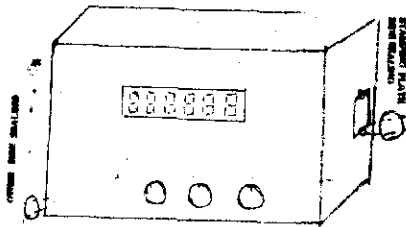
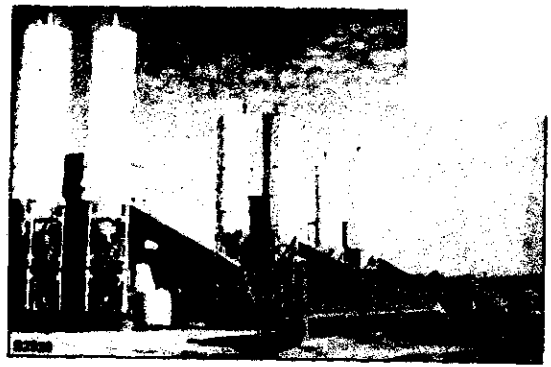
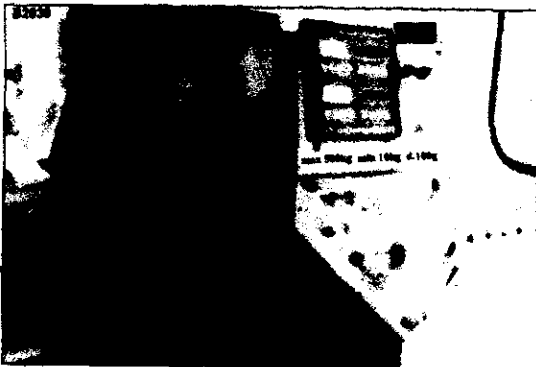
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 11 जुलाई, 2011

का.आ. 2202.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स वोल्टास लिमिटेड, वोल्टास हाउस ए, डा. अम्बेडकर रोड, चिकपोकली, मुंबई-400033 द्वारा विनिर्मित यथार्थता वर्ग 2 वाले "वाईएचजैडएन/एस-6" शृंखला के डिस्कॉटिन्युअस टोटलाइजिंग स्वचालित तोलन उपकरण (टोटलाइजिंग हुपर व्हीयर) अंकक सूचन सहित, के मॉडल का, जिसके ब्रांड का नाम "एनएफएलजी-वोल्टास" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/26 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित डिस्कॉटिन्युअस टोटलाइजिंग स्वचालित तोलन उपकरण (टोटलाइजिंग हुपर व्हीयर) है। इसकी अधिकतम क्षमता 500 कि.ग्रा. है और न्यूनतम क्षमता 10 कि.ग्रा. है। मापमान अंतराल (डी) 100 ग्रा. है। एलसीडी/एल ई-डी तोल परिणाम सूचित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज़ प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 उपकरण के मॉडल का सीलिंग प्रावधान

स्केल की बाड़ी के होल्स में से सीलिंग वायर निकाल कर सीलिंग की जाती है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम ऊपर दिया गया है।

उपकरण में बाहरी कलिब्रेशन तक पहुंच की सुविधा है। बाहरी कलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा, 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$, और $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(20)/2011]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 11th July, 2011

S.O. 2202.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of automatic weighing instrument Discontinuous Totalizing Automatic weighing instrument (Totalizing Hopper Weigher) with digital indication of Accuracy class-2 of series “YHZN/S-6” and with brand name “NFLG-VOLTAS” (hereinafter referred to as the said model), manufactured by M/s. Voltas Limited, Voltas House A, Dr. Ambedkar Road, Chinchpokli, Mumbai-400033, Maharashtra and which is assigned the approval mark IND/09/11/26;

The said model is a strain gauge type load cell based automatic weighing instrument Discontinuous Totalizing Automatic weighing instrument (Totalizing Hopper Weigher) with a maximum capacity of 500kg. minimum capacity of 10kg. The scale interval (d) is 100g. The LCD/LED display indicates the weighing results. The instrument operates on 230Volts, 50Hertz alternative current power supply.

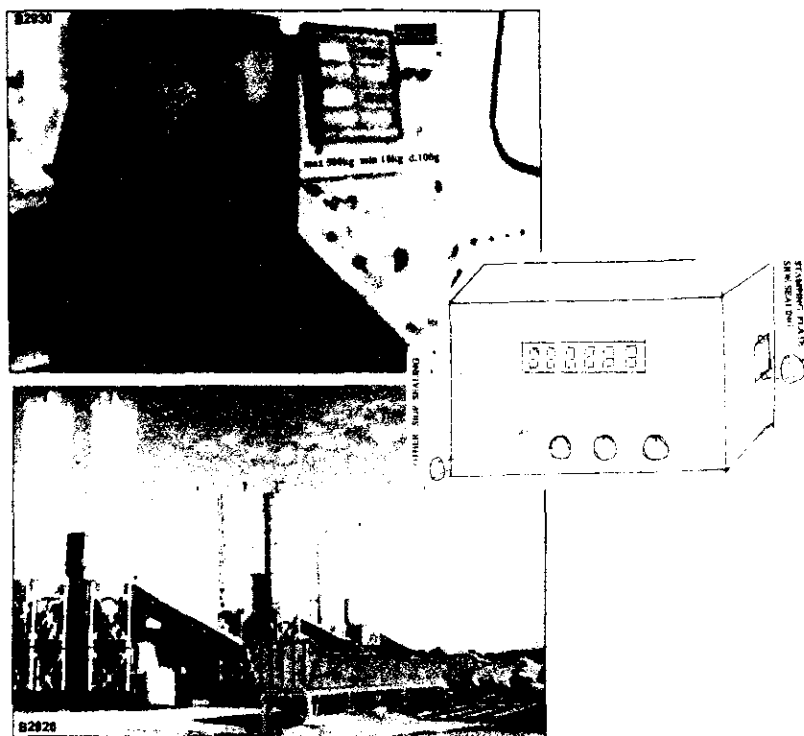


Figure-3 Sealing diagram of the sealing provision of the model

Sealing is done by passing the sealing wire from the body of the scale through holes. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with capacity from upto 50kg. and up to 5000kg. with verification scale interval (n) in the range of 500 to 10,000 for ‘e’ value of 5g. or more and with ‘e’ value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21(20)/2011]

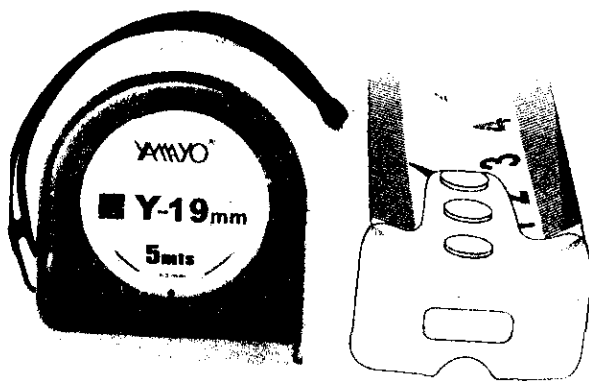
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 12 जुलाई, 2011

का.आ. 2203.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (3) और उप-धारा (7) और उप-धारा (8) के तीसरे परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स ऑसफिल्ड इंटरनेशनल लि., 2008, हांग कांग प्लाजा, 188, कनाट रोड वेस्ट, हांग कांग द्वारा विनिर्मित यथार्थता वर्ग-III वाले “स्टील टेप मैजर” के मॉडल का, जिसके ब्रांड का नाम “यामायो” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे मैसर्स वीके इंडस्ट्रीज, ओनर्स इंडस्ट्रियल एस्टेट, गब्रैल रोड, कनोसा प्राइमरी स्कूल से आगे, माहीम (वेस्ट) मुंबई-400016 द्वारा भारत में विपणीत किया है और जिसे अनुमोदन चिह्न आई एन डी/09/11/165 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल स्टील फीता माप है जिसकी अधिकतम लम्बाई 5 मीटर है तथा न्यूनतम भाग 1 मिलीमीटर है जिसका उपयोग लम्बाई को मापने के लिए किया जाता है। इसका उपयोग लम्बाई को मापने के लिए किया जाता है जहां कड़े माप की लम्बाई सुविधाजनक या व्यवहारिक न हो।



आकृति-2 सीलिंग प्रावधान

स्टील टेप मेजर के प्रारंभ में सत्यापन स्टाम्प दी गई है जैसाकि ऊपर आकृति में दिखाया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के स्टील टेप मैजर भी होंगे जिनकी रेंज 0.5 मीटर से 200 मीटर तक है।

[फा. सं. डब्ल्यू एम-21(68)/2011]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 12th July, 2011

S.O. 2203.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by the third proviso to sub-section (3) and sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of the 'Steel Tape Measure', of Accuracy Class-III with Brand name 'YAMAYO' (hereinafter referred to as the said Model), manufactured by M/s. Ausfield International Ltd., 2008, Hong Kong Plaza, 188, Connaught Road West, Hong Kong and marketed in India by M/s. Veekay Industries, Owners Industrial Estate, Gabriel Road, Next to Canossa primary School, Mahim (West), Mumbai-400016 and which is assigned the approval mark IND/09/11/165;

The said model is a Steel tape measure of maximum length 5m. and smallest division is of 1mm. which is used for measurement of length. It is used for measurement of length where the use of rigid length measure is not convenient or practicable.

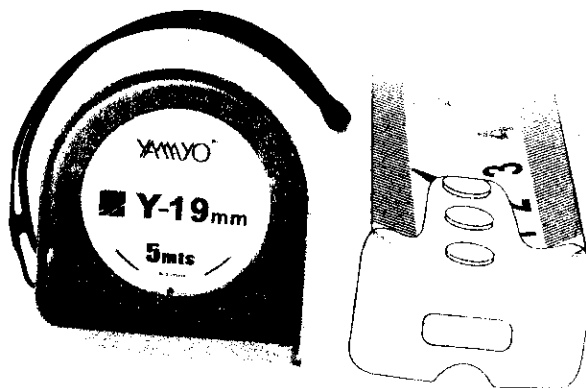


Figure-2 Stamping provision

The verification stamp is given at the beginning of the Steel tape measure as shown in the figure above.

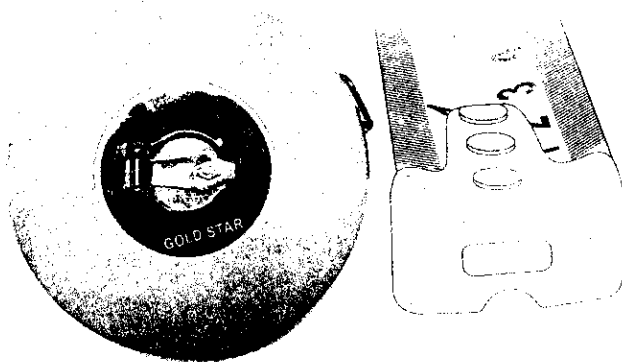
Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the steel tape measure of similar make, accuracy and performance of same series in the range of 0.5m. to 200m. manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

नई दिल्ली, 12 जुलाई, 2011

का.आ. 2204.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स ऑसफिल्ड इंटरनेशनल लि., 2008, हांग कांग प्लाजा, 188, कनाट रोड वेस्ट, हांग कांग द्वारा विनिर्मित यथार्थता वर्ग-III वाले "प्लास्टिक मैजर" के मॉडल का, जिसके ब्रांड का नाम "यामायो" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे मैसर्स वीके इंडस्ट्रीज, ओनर्स इंडस्ट्रियल एस्टेट, गब्रैल रोड, कनोसा प्राइमरी स्कूल से आगे, माहीम (वेस्ट) मुंबई-400016 द्वारा भारत में विपणन किया है और जिसे अनुमोदन चिह्न आई एन डी/09/11/166 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल प्लास्टिक फीता माप है जिसकी अधिकतम लम्बाई 15 मीटर है तथा न्यूनतम भाग 2 मिलीमीटर है जिसका उपयोग लम्बाई को मापने के लिए किया जाता है। इसका उपयोग लम्बाई को मापने के लिए किया जाता है जहां कड़े माप की लम्बाई सुविधाजनक या व्यवहारिक न हो।



आकृति-2 सीलिंग प्रावधान

प्लास्टिक टेप मेजर के प्रारंभ में सत्यापन स्टाम्प दी गई है जैसाकि ऊपर आकृति में दिखाया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्रों से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के स्टील टेप मैजर भी होंगे जिनकी रेंज 0.5 मीटर से 100 मीटर तक है।

[फा. सं. डब्ल्यू एम- 21(68)/2011]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 12th July, 2011

S.O. 2204.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of the Government hereby issues and publishes the certificate of approval of the model of the 'Plastic Tape Measure', of Accuracy Class-III with Brand name 'YAMAYO' (hereinafter referred to as the said Model), manufactured by M/s. Ausfield International Ltd., 2008, Hong Kong Plaza, 188, Connaught Road West, Hong Kong and marketed in India by M/s. Veekay Industries, Owners Industrial Estate, Gabrial Road, Next to Canossa primary School, Mahim (West), Mumbai-400016 and which is assigned the approval mark IND/09/11/166;

The said Model is a Plastic tape measure of maximum length 15m. and smallest division is of 2mm. which is used for measurement of length. It is used for measurement of length where the use of rigid length measure is not convenient or practicable.

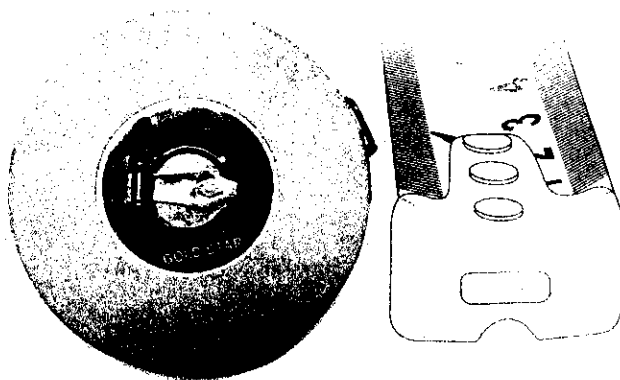


Figure-2 Stamping provision

The verification stamp is given at the beginning of the Plastic tape measure as shown in the figure above.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the steel tape measure of similar make, accuracy and performance of same series in the range of 0.5m. to 100m. manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21(68)/2011]

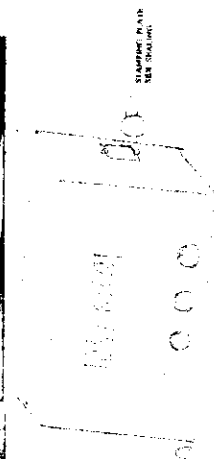
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 12 जुलाई, 2011

का.आ. 2205.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों को प्रयोग करते हुए, मैसर्स गुजरात अपोलो इंडस्ट्रीज लि., एट-दितासन, अहमदाबाद मेहसाना स्टेट हाइवे, पी.ओ. जगुदन, जिला-मेहसाना-382710(गुजरात) द्वारा विनिर्मित यथार्थता वर्ग 2 वाले "बीएमपी" शृंखला के डिस्कॉन्टिन्युअस टोटलाइजिंग स्वचालित तोलन उपकरण (टोटलाइजिंग हुपर व्हीयर) अंकक सूचन सहित, के मॉडल का, जिसके ब्रांड का नाम "अपोलो" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/112 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित डिस्कॉन्टिन्युअस टोटलाइजिंग स्वचालित तोलन उपकरण (टोटलाइजिंग हुपर व्हीयर) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. है और न्यूनतम क्षमता 10 कि.ग्रा. है। मापमान अंतराल (डी) 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। लिक्विड क्रिस्टल डायोड (एलसीडी) तोल परिणाम प्रदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 उपकरण के माडल का सीलिंग प्रावधान

स्केल की बाडी के होल्स में से सीलिंग वायर निकाल कर सीलिंग की जाती है। माडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपर दिया गया है।

उपकरण में बाहरी कलिब्रेशन तक पहुंच की सुविधा है। बाहरी कलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 , 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(54)/2011]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 12th July, 2011

S.O. 2205.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of Discontinuous Totalizing Automatic weighing instrument (Totalizing Hopper Weigher) with digital indication of Accuracy class-2 of series "BMP" and with brand name "APOLLO" (hereinafter referred to as the said model), manufactured by M/s. Gujarat Apollo Industries Ltd, At-Ditasan, Ahmedabad-Mehsana State Highway, P. O.-Jagudan, Dist. Mehsana-382710 (Guj.) and which is assigned the approval mark IND/09/11/112;

The said model is a strain gauge type load cell based automatic weighing instrument Discontinuous Totalizing Automatic weighing instrument (Totalizing Hopper Weigher) with a maximum capacity of 1000kg, minimum capacity of 10kg. The scale interval (d) is 100g. The Liquid Crystal Display (LCD) indicates the weighing results. The instrument operates on 230Volts, 50Hertz alternative current power supply.



Figure-3 Schematic diagram of the sealing provision of the model

Sealing is done by passing sealing wire from the body of the scale through holes. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with capacity from 50kg and up to 5000kg with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21(54)/2011]

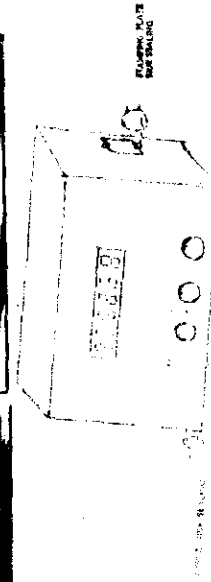
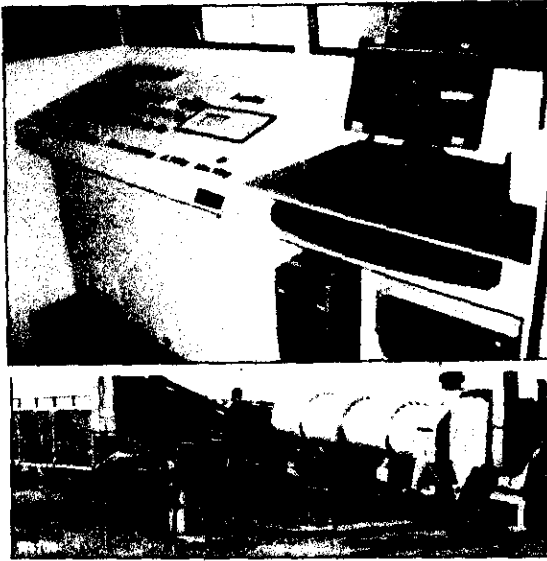
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 12 जुलाई, 2011

का.आ. 2206.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों को प्रयोग करते हुए, मैसर्स गुजरात अपोलो इंडस्ट्रीज लि., एट-दितासन, अहमदाबाद मेहसाना स्टेट हाइवे, पी.ओ.जगुदन, जिला-मेहसाना-382710(गुजरात) द्वारा विनिर्मित यथार्थता वर्ग 2 वाले "डीएमपी" शृंखला के डिस्कॉटिन्युअस टोटलाइजिंग स्वचालित तोलन उपकरण (टोटलाइजिंग हुपर व्हीयर) अंकक सूचन सहित, के मॉडल का, जिसके ब्रांड का नाम "अपोलो" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/11/113 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित डिस्कॉटिन्युअस टोटलाइजिंग स्वचालित तोलन उपकरण (टोटलाइजिंग हुपर व्हीयर) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. है और न्यूनतम क्षमता 10 कि.ग्रा. है। मापमान अंतराल (डी) 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। लिक्विड क्रिस्टल डायोड (एलसीडी) तोल परिणाम प्रदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 उपकरण के माडल का सीलिंग प्रावधान

स्केल की बाडी के होल्स में से सीलिंग वायर निकाल कर सीलिंग की जाती है। माडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपर दिया गया है।

उपकरण में बाहरी कलिब्रेशन तक पहुंच की सुविधा है। बाहरी कलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 , 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(54)/2011]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 12th July, 2011

S.O. 2206.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of Discontinuous Totalizing Automatic weighing instrument (Totalizing Hopper Weigher) with digital indication of Accuracy class-2 of series "DMP" and with brand name "APOLLO" (hereinafter referred to as the said model), manufactured by M/s. Gujarat Apollo Industries Ltd, At-Ditasan, Ahmedabad-Mehsana State Highway, P. O.-Jagudan, Dist. Mehsana-382710 (Guj.) and which is assigned the approval mark IND/09/11/113;

The said model is a strain gauge type load cell based automatic weighing instrument Discontinuous Totalizing Automatic weighing instrument (Totalizing Hopper Weigher) with a maximum capacity of 1000kg, minimum capacity of 10kg. The scale interval (d) is 100g. The Liquid Crystal Display (LCD) indicates the weighing results. The instrument operates on 230Volts, 50Hertz alternative current power supply.

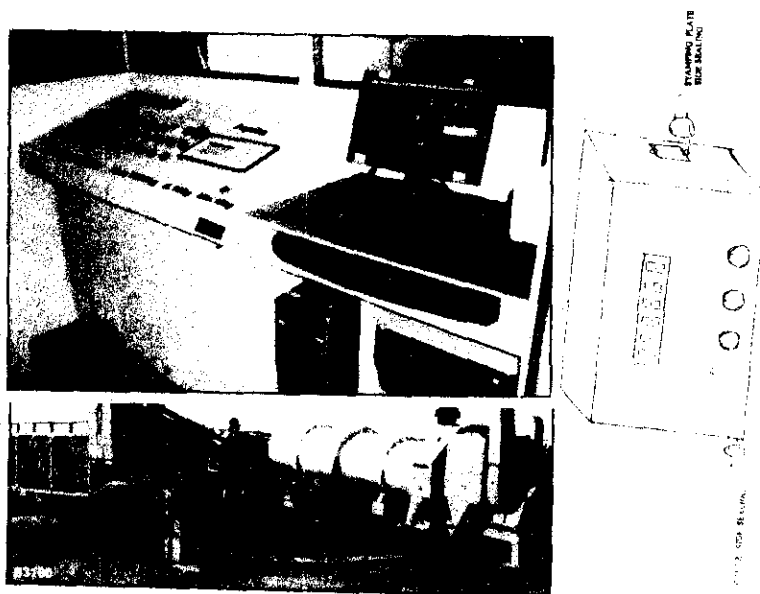


Figure-3 Schematic diagram of the sealing provision of the model

Sealing is done on the display by passing the sealing wire from the body of the scale through holes. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with capacity from 50kg and up to 5000kg with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

[F. No. WM-21(54)/2011]

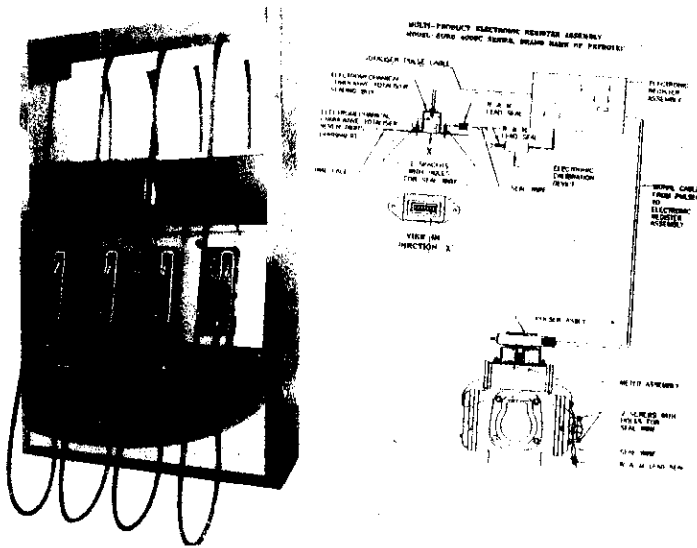
B. N. DIXIT, Director of Legal Metrology

नई दिल्ली, 12 जुलाई, 2011

का.आ. 2207.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स अपलाब लि. अपलाब हाउस, ए/5, वांगले इंडस्ट्रियल एस्टेट, थाने-महाराष्ट्र-400064 द्वारा विनिर्मित यथार्थता वर्ग 0.5 वाले “यूरो 4000सी” शृंखला के पानी के अलावा अन्य द्रव्यों हेतु मीटर (फ्यूल डिस्पेंसर) अंकक सूचन सहित, जिसके ब्रांड का नाम “पैट्रोटेक” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/09/406 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल पानी के अलावा अन्य द्रव्यों हेतु मीटर (फ्यूल डिस्पेंशन) है जो पोजीटिव डिस्पलेसमेंट मीटर के सिद्धांत पर कार्य करता है। इसकी अधिकतम फ्लो दर 130 लीटर प्रति मिनट और न्यूनतम फ्लो दर 04 लीटर/मिनट है। न्यूनतम प्रभाग 10 मि. लीटर है। इसमें रुपए में 7 अंकों की राशि अंकन, 7 अंक वॉल्यूम लीटर में, 5 अंक तक फ्यूल रेट और टोटलाइजर 12 अंकों तक, 4 अंक तक घनत्व सूचित होता है। इन मापनों के अंकों को द्रव क्रिस्टल डायोड (एल सी डी) डिस्पले पर परिणाम उपदर्शित करता है। उपकरण 220 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है। इस में बहुप्रकार के ईंधन जैसे कि अनलिडिड पेट्रोल, लिडिड पेट्रोल, डीजल, इथानॉल, एचएसडी, बायो-डीजल, टरपनटाइन, करोसीन इत्यादि के वितरण करने की क्षमता है। पम्प 4 से 8 घंटे तक वैकल्पिक सुविधा सहित जैसे प्रीसेट, नॉनप्रीसेट, इलेक्ट्रॉनिक केलिब्रेशन, कार्ड रीडर और प्रिंटर, इलेक्ट्रॉनिक साथ में/बिना इलेक्ट्रोमैकेनिकल टोटलाइजर आदि से युक्त है।



सीलिंग प्रावधान

फ्यूज डिस्पेंशन की सील पर स्टाम्प के सत्यापन के लिए दो स्क्रू होल्ज जो नट बोल्ट के विपरीत दिए गए हैं, में से लीडिड वायर निकाल कर, बांध कर सीलिंग की जाती है। मॉडल को सीलबंद करने के उपबंध का एक प्ररूपी योजनाबद्ध डायग्राम उपरोक्त दिया गया है।

उक्त मॉडल इलेक्ट्रो-मैकेनिकल टोटलाइजर/इलेक्ट्रॉनिक टोटलाइजर युक्त है। इसमें मैकेनिकल केलिब्रेशन डिवाइस, कार्ड रीडिंग और प्रिंटिंग सुविधा के अतिरिक्त इलेक्ट्रॉनिक केलिब्रेशन सुविधा भी है।

[फा. सं. डब्ल्यू एम-21(227)/2009]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 12th July, 2011

S.O. 2207.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by the third proviso to sub-section (3) and sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby approves, issues and publishes the certificate of approval of the model of Meter for Liquid other than Water (Fuel Dispenser) with digital indication of Accuracy class 0.5 (hereinafter referred to as said model) of Series “EURO4000C” with brand name “PETROTEC”, manufactured by M/s. Aplab Limited, Aplab House, A/5, Wagle Industrial Estate, Thane - Maharashtra-400064 and which is assigned the approval mark IND 09 09/406;

The said model is a Meter for Liquid other than Water (Fuel Dispenser) working on the principle of positive displacement meter. Its maximum flow rate is 130 lpm and minimum flow rate is 4 litre/minute. The smallest division is 10 ml. It has indication of 7 digits for amount in Rupees, 7 digits for Volume in litre, 5 digits for fuel rate and totalizer upto 12 digits 4 digits for density display. The indications of the measurement are displayed on Liquid Crystal Diode (LCD) Display type. It operates on 220 V, 50 Hertz alternate current power supply. It is capable of dispensing multiple variety of fuel that is unleaded petrol, leaded petrol, disel, ethanol, HSD, bio-diesel, turpentine, kerosene etc. The pump consists of 4 to 8 hoses with optional feature like preset, non-preset, electronic calibration, card reader and printer, electronic totalizer with or without electromechanical totalizer etc.

Figure- 1 Model

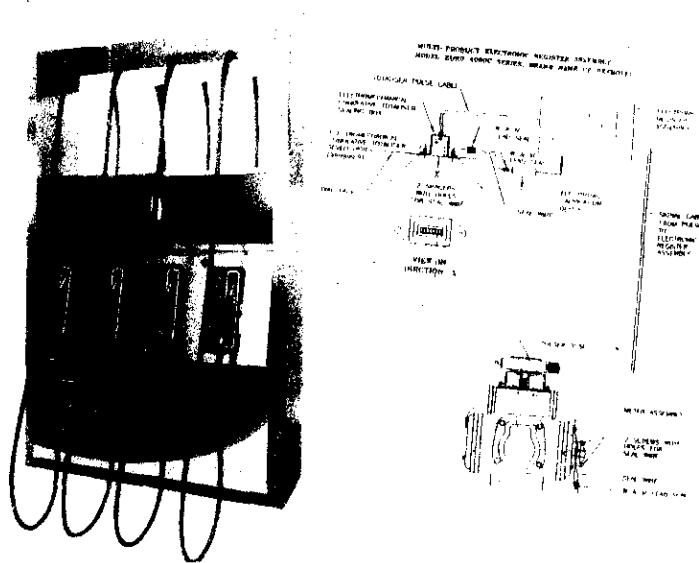


Figure-2 Sealing arrangement

Sealing is done by leaded wire fastened through 2 screws with holes provided opposite to nut bolts and for receiving verification stamp on seal of the fuel dispenser. A typical schematic diagram of sealing provision of the model is given above.

The said model has electro-mechanical totalizer/electronic totalizer. It is also having electronic calibration facility or mechanical calibration device, card reading and printing facility.

[F. No. WM-21(227)/2009]

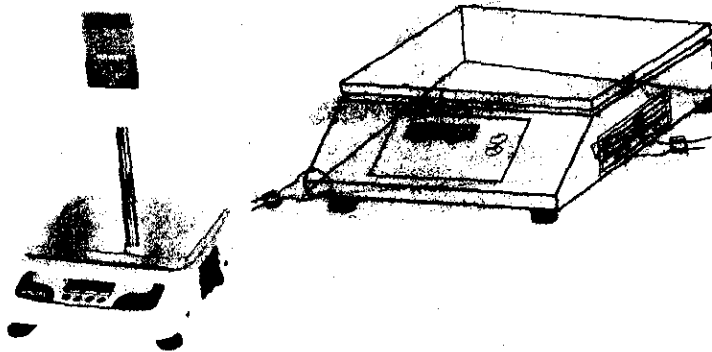
B.N. DIXIT, Director of Legal Metrology

नई दिल्ली, 13 जुलाई, 2011

का.आ. 2208.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा इसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स सेनसिटिव स्केल इंडस्ट्रीज, 327, प्लेनरी आर्कड, बोम्बे गैराज पेट्रोल पम्प के पास, गोंडन रोड, राजकोट, गुजरात द्वारा मध्यम यथार्थता (यथार्थता वर्ग III) वाले "एस.ई. 101" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटाप टाइप) के मॉडल का, जिसके ब्रांड का नाम "सेनसिटिव" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/09/283 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है।

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित तोलन उपकरण (टेबलटाप टाइप) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्रा. है इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 मॉडल के सीलिंग प्रावधान का डायग्राम

कपटपूर्ण उपयोग को रोकने के लिए बाटम प्लेट, टॉप बाडी और स्टाम्पिंग प्लेट में बनाए गए छेदों में से लोड वायर निकाल कर सीलिंग की जाती है। उपकरण को सील से छेड़छाड़ किए बिना नहीं खोला जा सकता। मॉडल के सीलिंग प्रावधान का स्कीमवार डायग्राम ऊपर दिया गया है।

उपकरण में बाहरी केलिब्रेशन द्वारा पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे की मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. से 2 ग्रा. तक के "ई" मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$, और $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(157)/2009]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 13th July, 2011

S.O. 2208.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of medium accuracy (Accuracy class-III) of Series "S.E.101" and with brand name "SENSITIVE" (hereinafter referred to as the said model), manufactured by M/s. Sensitive Scale Industries 327, Plenary Archade, Nr. Bombay Garage Petrol Pump, Gondal Road, Rajkot, Gujarat which is assigned the approval mark IND/09/09/283;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30 kg and minimum capacity of 100g. The verification scale interval (e) is 5 g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

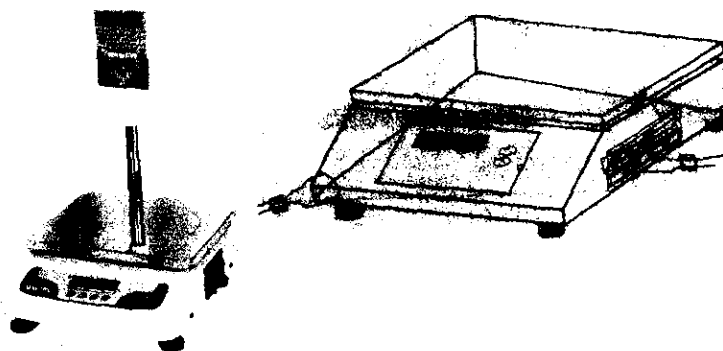


Figure-2 Schematic diagram of sealing provision of model.

Sealing is done by passing lead wire through the holes made in the bottom plate, top body and stamping plate with seal of the scale to avoid fraudulent use. The instrument cannot be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the power conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100 mg to 2g and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k , or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(157)/2009]

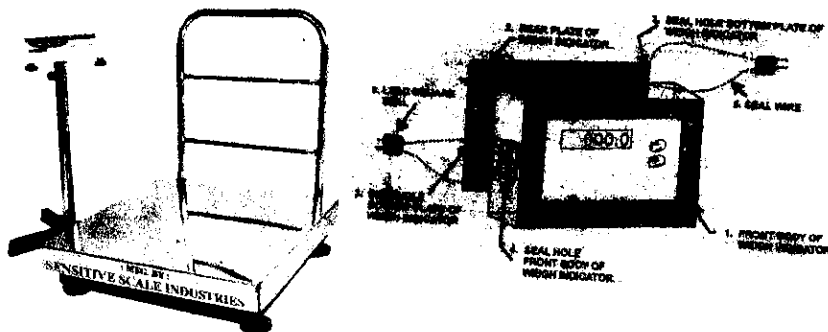
B.N. DIXIT, Director of Legal Metrology

नई दिल्ली, 13 जुलाई, 2011

का.आ. 2209.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा शक्तियों का प्रयोग करते हुए, मैसर्स सेनसिटिव स्केल इंडस्ट्रीज, 327, प्लेनरी आर्कोड, बोम्बे गैराज पेट्रोल पम्प के पास, गोल्डन रोड, राजकोट, गुजरात द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग III) वाले "एस.ई. 102" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) के मॉडल का, जिसके ब्रांड का नाम "सेनसिटिव" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/09/284 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी करती है;

उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म टाइप) है। इसकी अधिकतम क्षमता 500 कि.ग्रा. है और न्यूनतम क्षमता 1 कि. ग्रा. है। सत्यापन मापमान अंतराल (ई) 50 ग्रा. है इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



आकृति-2 मॉडल के सीलिंग प्रावधान का डायग्राम।

कपटपूर्ण उपयोग को रोकने के लिए फ्रंट बाडी रियर बाडी और स्टाम्पिंग प्लेट में बनाए गए छेदों में से लीड वायर निकाल कर सीलिंग की जाती है। उपकरण को सील से छेड़छाड़ किए बिना नहीं खोला जा सकता। मॉडल के सीलिंग प्रावधान का स्कीमवार डायग्राम ऊपर दिया गया है।

उपकरण में बाहरी केलिब्रेशन तक पहुंच की सुविधा है। बाहरी केलिब्रेशन तक पहुंच को रोकने के लिए ए/डी कार्ड/मदर बोर्ड में डिप स्विच भी दिया गया है।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे की मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से 5000 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 , और 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(157)/2009]

बी. एन. दीक्षित, निदेशक, विधिक माप विज्ञान

New Delhi, the 13th July, 2011

S.O. 2209.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby, issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of medium accuracy (Accuracy class-III) of Series "S.E.102" and with brand name "SENSITIVE" (hereinafter referred to as the said model), manufactured by M/s Sensitive Scale Industries, 327, Plenary Archade, Nr. Bombay Garage Petrol Pump, Gondal Road, Rajkot and Gujarat which is assigned the approval mark IND/09/09/284;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 500 kg and minimum capacity of 1 kg. The verification scale interval (e) is 50 g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

Figure-1 Model

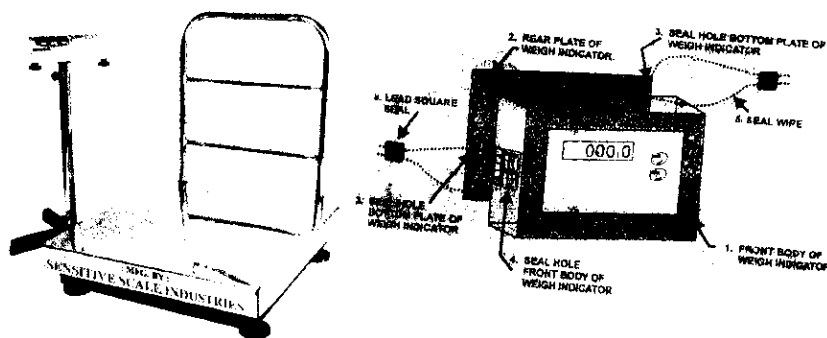


Figure-2 Sealing provision of the indicator of model.

Sealing is done by passing lead wire through the holes made in the front body, rear body and stamping plate with lead seal of the scale to avoid fraudulent use. The instrument can not be opened without tampering the seal. A typical schematic diagram of sealing provision of the model is given above.

The instrument has external control to calibration. A dip switch has also been provided in A/D card/mother board to disable access to external calibration.

Further, in exercise of the powers conferred by sub-section (12) of section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg up to 5000 kg with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(157)/2009]

B.N. DIXIT, Director of Legal Metrology

(भारतीय मानक ब्यूरो)

नई दिल्ली, 29 जुलाई, 2011

का.आ. 2210.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि अधिसूची में दिये गये मानक(कों) में संशोधन किया गया/किये गये हैं :

क्रम सं.	संशोधित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1	आईएस 11462:1985 मॉल्ड एवं कोर सैंड ड्रायर, रॉटरी टाईप की विशिष्टि	संशोधन संख्या 1, जुलाई 2011	31 जुलाई, 2011

इस संशोधन की प्रति भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एमटीडी 26/टी-6]

पी. घोष, वैज्ञानिक 'एफ' एवं प्रमुख (एमटीडी)

(BUREAU OF INDIAN STANDARDS)

New Delhi, the 29th July, 2011

S.O. 2210.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Amendment, Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :—

SCHEDULE

Sl.No.	IS No. & Title of the amendment (s)	No. & year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1	IS 11462: 1985 Specification for mould and core sand dryers, rotary type	Amendment No. 1, July 2011	31 July, 2011

Copy of this amendment is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: MTD/26/T-6]

P. GHOSH, Scientist 'F' & Head (Met Engg)

नई दिल्ली, 3 अगस्त, 2011

का.आ. 2211.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 4 के उप-विनियम 5 के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिनके विवरण नीचे अनुसूची में दिए गए हैं को लाइसेंस प्रदान किए गए हैं :—

अनुसूची

क्रम सं.	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/ माह	लाइसेंसधारी का नाम एवं पता	भारतीय मानक का शीर्षक	भा मा संख्या	भाग	अनु	वर्ष
1	2	3	4	5	6	7	8	9
1.	3738876	1-07-2011	माधव इस्पात, जीआईडीसी फेज 1, भावनगर राजकोट रोड, भावनगर, सिहोर, गुजरात - 364240	कंक्रीट प्रबलन के लिए उच्च सामर्थ्य विकसित इस्पात छड़ और तार	आईएस 1786			2008

1	2	3	4	5	6	7	8	9
2.	3741764	13-07-2011	सूर्या ग्लोबल स्टील ट्यूब्स लि., सर्वे न. 188, अंजार मुंदरा हाईवे, ग्राम भूवडा, तालुका अंजार, जिला - कच्छ, गुजरात - 370130	चक्करदार जुड़ी हुई पाइप	आईएस 5504			1997
3.	3741865	13-07-2011	फ्लूगो पम्पस इंडस्ट्रीज, 1- विजय प्लॉट, सुरेकांती होटल के पीछे, गोण्डल रोड, राजकोट, गुजरात	खुले कुएं के लिए सबमर्सीबल पम्पसेट्स	आईएस 14220			1994
4.	3739474	6-07-2011	माधव पॉलीमर्स, सर्वे न. 215, प्लॉट न. 3/बी, एन एच 8-बी, ग्राम वेरावल, तालुका कोटदा संगानी, जिला-राजकोट, गुजरात-360024	पेयजल आपूर्ति के लिए अप्लास्टिकृत पीवीसी पाइप	आईएस 4985			2000
5.	3740358	8-07-2011	एसेन मल्टीपैक लि., सर्वे न. 209, प्लॉट न. 5, वेरावल (शापर), तालुका कोटदा संगानी, जिला-राजकोट, गुजरात-360024	अल्प घनत्व पॉलीथीन आईएस फिल्म की विशिष्टि	2508			1984
6.	3741663	13-07-2011	सूर्या ग्लोबल स्टील ट्यूब्स लि., सर्वे न. 188, अंजार मुंदरा हाईवे, ग्राम भूवडा, तालुका अंजार, जिला-कच्छ, गुजरात-370130	यांत्रिक और सामान्य इंजीनियरी प्रयोजनों के लिए इस्पात के पाइप	आईएस 3601			2006
7.	3744164	21-07-2011	संधी इंडस्ट्रीज, पोस्ट- संधीपुरम, तालुका अब्दासा, जिला-कच्छ, गुजरात-370511	पोर्टलैंड पोजोलाना सीमेंट पार्ट 1 फ्लाईएस	आईएस 1489	1		1991
8.	3744265	21-07-2011	श्री स्टार फूड एण्ड बिबरेज्स, घनश्याम शौपिंग सेंटर, राजकोट-भावनगर रोड, बाबरा, जिला-अमरेली, गुजरात-365421	बोतल बंद पानी (प्राकृतिक खनिज पदार्थ के अतिरिक्त जल)	आईएस 14543			2004
9.	3744972	21-07-2011	ओम ज्वेलर्स, टी. पी. 1, प्लॉट न. 249/350, लोहार चौक, गंगा बाजार, अंजार, जिला-कच्छ, गुजरात-370110	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी, शुद्धता एवं मुहरांकन-विशिष्टि	आईएस 1417			1999
10.	3745065	21-07-2011	मनीष ज्वेलर्स, मांडवी चौक, नावा नाका रोड, सोनी बाजार, राजकोट, गुजरात-360001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी, शुद्धता एवं मुहरांकन-विशिष्टि	आईएस 1417			1999

1	2	3	4	5	6	7	8	9
11.	3745166	21-07-2011	धवल ज्वेलर्स टंकरवाला इस्टेट, ग्राउंड फ्लोर, शौप नं. 1, पैलेस रोड, एचडीएफसी बैंक के समीप, राजकोट-360001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी, शुद्धता एवं मुहरांकन-विशिष्ट	आईएस 1417			1999
12.	3745267	22-07-2011	दीपक ज्वेलर्स ओल्ड सोनी बाजार, जामनगर, गुजरात-361001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी, शुद्धता एवं मुहरांकन-विशिष्ट	आईएस 1417			1999
13.	3746067	28-07-2011	राजकृपाल इग्जीम प्रा. लि. सर्वे नं. 1/1, प्लॉट नं. 5, एन.एच. 8-ए, ग्राम वरसाना, तालुका अंजार, जिला-कच्छ, गुजरात-370110	ब्लॉक बोर्ड	आईएस 1659			2004
14.	3746168	29-07-2011	सागर ईरीमेशन प्रा.लि. प्लॉट नं. 109 से 111, ओल्ड नेशनल हाईवे, बामनबोर जीआईडीसी, ग्राम-नवागाम तालुका- चोटिला, सुरेन्द्रनगर, गुजरात-363520	पेयजल आपूर्ति के लिए अप्लास्टिकृत पीवीसी पाइप	आईएस 4985			2000
15.	3746269	29-07-2011	एसोसिएट हाईप्रेसर टेक्नीलॉजीज प्रा.लि. प्लॉट नं. 543-560, न्यू कसेज, गांधीधाम, जिला कच्छ, गुजरात-370230	रिफ्लेबल सीमलेस स्टील गैस सिलेंडर्स-पार्ट 2: क्वांच्ड एण्ड टेम्पर्ड स्टील सिलेंडर्स विथ टेंसिल स्ट्रेंथ लेस दैन 1100 एमपीए (112 केजीएफ/एमएम ²)	आईएस 7285	2		2004

[सं. के.प्र. वि./13:11]

एम.राधाकृष्ण, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 3rd August, 2011

S.O. 2211.—In pursuance of sub-regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given below in the following schedule:

SCHEDULE

Sl No.	Licence No.	Grant Date	Name and address of the party	Title of the Standard	IS No.	Part	Sec.	Year
1	2	3	4	5	6	7	8	9
1.	3738876	01-07-2011	Madhav Ispat GIDC Phase I, Bhavnagar Rajkot Road Bhavnagar, Sihor Gujarat-364240	High strength deformed steel bars and wires for concrete reinforcement	IS 1786			2008

	2	3	4	5	6	7	8	9
2.	3741764	13-07-2011	Surya Global Steel Tubes Limited Survey No. 188, Anjar Mundra Highway Village: Bhuvad, Taluka-Anjar District Kachchh Gujarat-370130	Spiral welded pipes	IS 5504			1997
3.	3741865	13-07-2011	Flugo Pumps Industries 1-Vijay plot, Behind Surekanti Hotel, Gondal Road Rajkot Gujarat	Openwell submersible pumpsets	IS 14220			1994
4	3739474	06-07-2011	Madhav Polymers Survey No. 215, Plot No.3/B, N.H. 8-B, Village Veraval, Taluka Kotda Sangani, Rajkot, Gujarat-360024	Unplasticized pvc pipes for potable water supplies—	IS 4985			2000
5.	3740358	08-07-2011	Essen Multipack Ltd. Survey No. 209, Plot No.5 Veraval (Shapar), Taluka-Kotda Sangani Gujarat-370024	Low density polyethyleylene films	IS 2508			1984
6.	3741663	13-07-2011	Surya Global Steel Tubes Limited Survey No. 188, Anjar Mundra Highway Village: Bhuvad, Taluka-Anjar District Kachchh Gujarat-370130	Steel tubes for mechanical and general enginnering purposes	IS 3601			2006
7.	3744164	21-07-2011	Sanghi Industries Ltd. P.O. Sanghipuram, Taluka Abdasa Sanghipuram District Kachchh Gujarat-370511	Portland pozzolana cement part I flyash based	IS 1489	1		1991
8.	3744265	21-07-2011	Three Star Food & Beverages Ghanshyam Shopping Center, Rajkot-Bhavnagar Road. Babra District Amreli Gujarat-365421	Packaged drinking water (other than packaged natural mineral water)—	IS 14543			2004
9.	3744972	21-07-2011	Om Jewellers T.P.I. Plot No. 349/350, Lohar Chowk, Ganga Bazar, Anjar District Kachchh Gujarat-370110	Gold and gold alloys, jewellery/ artefacts-fineness and marking—	IS 1417			1999
10.	3745065	21-07-2011	Manish Jewellers Mandavi Chowk, Naya Naka Road, Soni Bazar, Rajkot-360001	Gold and gold alloys, jewellery/ artefacts-fineness and making—	IS 1417			1999

1	2	3	4	5	6	7	8	9
11.	3745166	21-07-2011	Dhaval Jewellers Tankaravala Estate, Ground Floor, Shop No. 1, Palace Road, Near HDFC Bank, Rajkot-360001	Gold and gold alloys, jewellery/ artefacts-fineness and making—	IS 1417			1999
12.	3745267	22-07-2011	Deepak Jewellers Old Soni Bazar, Jamnagar, Gujarat-361001	Gold and gold alloys, jewellery/ artefacts-fineness and making-	IS 1417			1999
13.	3746067	28-07-2011	Rajkripal Exim Private Limited Survey No. 1/1, Plot No. 5, N.H. 8-A, Village Varsana, Taluka Anjar District Kachchh, Gujarat-370110	Block boards	IS 1669			2004
14.	3746168	29-07-2011	Sagar Irrigation Pvt. Ltd. Plot No. 109 to 111, Old National Highway Bamanbore GIDC, At Village Navagam (Bamanbore), Taluka Chotila Surendranagar Gujarat-363520	Unplasticized pvc pipe for potable water supplies—	IS 4985			2000
15.	3746269	29-07-2011	Associate High Pressure Technologies Pvt. Ltd. Plot No. 543-560, New Kasez, Gandhidham District Kachchh Gujarat-370230	Refillable seamless steel gas cylinders- part-2 : quenched and tempered steel cylinders with tensile strength less than 1 100 mpa (112 kgf/mm2)	IS 7285	2		2004

[No. CMD/13:11]

M. RADHAKRISHNA, Sc, 'F' & Head

नई दिल्ली, 3 अगस्त, 2011

का.आ. 2212.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में एतद्वारा अधि सूचित किया जाता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं, वे रद्द कर दिए गए हैं और वापस ले लिये गये हैं :

अनुसूची

क्रम सं.	रद्द किये गये मानक की संख्या और वर्ष	भारत के राजपत्र भाग II, खंड 3, उपखंड (ii) में का.आ. संख्या और तिथि प्रकाशित	टिप्पणी
(1)	(2)	(3)	(4)
1.	आई एस 7269:1974 एयर क्रॉफ्ट ईजनों, ईजन सिलिंडरों, दहन-कक्षों का संख्यांकन तथा ईजनों एवं नोदकों के घुमाव	-	अप्रचलित और उद्योगों द्वारा प्रयोग में नहीं लाया जा रहा है।

(1)	(2)	(3)	(4)
2.	आई एस 7274:1973 एयर क्रॉफ्ट जोनों, प्रवेश द्वारों एवं पैनलों की निर्देशांकन पद्धति	-	अप्रचलित और उद्योगों द्वारा प्रयोग में नहीं लाया जा रहा है।
3.	आई एस 7830:1975 एयर क्रॉफ्ट शीट रेलों एवं पिनो के आयाम	-	आई एस 11165:1985 में अविरत अपेक्षाएं
4.	आई एस 7854:1975 एयर क्रॉफ्ट विद्युत पद्धतियों की वोल्टता तथा आवृत्ति	-	अप्रचलित और उद्योगों द्वारा प्रयोग में नहीं लाया जा रहा है।
5.	आई एस 14555:1998 स्वचल वाहन-स्फुलिंग दहन इंजनों से युक्त वाहनों से वाष्पनिक उत्सर्जन-मापन पद्धति	-	उद्योगों द्वारा प्रयोग में नहीं लाया जा रहा है।
6.	आई एस 14556:1998 स्वचल वाहन-स्फुलिंग दहन इंजनों के लिए उप्रेरक परिवर्तक-संस्थापित अपेक्षाएं	-	-वही-
7.	आई एस 11981:1987 स्वचलित मोटर वाहनों की परावर्ती सतहों की सुरक्षा अपेक्षाओं के लिए अनुशंसा	-	अप्रचलित और उद्योगों द्वारा प्रयोग में नहीं लाया जा रहा है।

तिथि : 02-08-2011

[संदर्भ : टी ई डी/जी 16]

टी. वी. सिंह, वैज्ञानिक एफ एवं प्रमुख (टी ई डी)

New Delhi, the 3rd August, 2011

S.O. 2212.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, it is hereby notified that the Indian Standards, Particulars of which are mentioned in the Schedule give hereafter, have been cancelled and stand withdrawn.

SCHEDULE

Sl No.	No. & Year of the Indian Standards Cancelled	S.O. No. & Date published in the Gazette of India. Part-II, Section-3, Sub-section (ii)	Remarks
(1)	(2)	(3)	(4)
1.	IS 7269:1974 Numbering of aircraft engines, engine cylinders, combustion chambers and direction of rotation of engines and propellers	-	Obsolete and not used by the industry
2.	IS 7274:1973 Referencing system of aircraft zones, access doors and panels	-	-do-
3.	IS 7830:1975 Dimensions of aircraft sheet rails and pins	-	Requirements covered in IS 11165:1985
4.	IS 7854:1975 Voltages and frequency for aircraft electrical systems	-	Obsolete and not used by the industry
5.	IS 14555:1998 Automotive vehicles-Evaporative emission from vehicles equipped with spark ignition engines-Method of measurement	-	Not being used by the industry

(1)	(2)	(3)	(4)
6.	IS 14556:1998 Automotive vehicles-Catalytic converters for SI engines-Installed requirement	-	Not used by the industry
7.	IS 11981:1987 Recommendations for safety requirements for reflecting surfaces of automotive vehicles	-	Obsolete and not used by the industry

Date : 03-08-2011

[Ref TED/G-16]

T. V. SINGH, Scientist F & Head (Transport Engg)

नई दिल्ली, 5 अगस्त, 2011

का.आ. 2213.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 4 के उपविनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं वे स्वीकृत कर दिए गए हैं :—

अनुसूची

क्रम सं.	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/ माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक	भा मा संख्या	भाग	अनु वर्ष
1	2	3	4	5	6	7	8 9
1.	3728772	06-07-2011	एस एण्ड एस अक्वा इण्डस्ट्रीज, गाला सं 11 और 12, ऑक्टाय नाका के सामने, मुंबई-पनवेल रोड, दायघर विलेज, कल्याण फाटा, पोस्ट पादले, जिला थाणे—421 204	पैकेजबंद पीने का पानी (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)	14543		2004
2.	3741158	07-07-2011	नेटवर्क ईरीगेशन, प्लॉट सं 203, श्री समर्थ सहकारी औद्योगिक वसाहत लि, पिंपलगॉव बासवंत, निफाड, जिला नासिक 422209	सिंचाई उपस्कर उत्सर्जन पाइप प्रणाली	13488		2008
3.	3742463	12-07-2011	युनिवर्सल इन्फा प्रोजेक्ट्स, प्लॉट सं 5, पहला माला, मातृ छाया को-ऑपरेटिव सोसाइटी, रोशन नगर, बोरिवली-पश्चिम, मुंबई 400 092	खडंजे के लिए पूर्व ढलित कंक्रीट ब्लाक्स	15658		2006
4.	3743768	14-07-2011	वर्धमान प्लास्टिक्स एण्ड, अलाइड इण्डस्ट्रीज, गट सं 307/1, शाहदा डाइवरसन रोड, दोनदाइचा, तालुक : सिधखेडा, जिला : धुले 425408	सिंचाई उपस्कर उत्सर्जन पाइप प्रणाली	13488		2008
5.	3742564	27-06-2011	इंडियन एग्रो केम इण्डस्ट्रीज प्रा लि बी-13, एम आय डी सी बदलापूर-पूर्व जिला थाणे—421 503	सलफर डसटिंग पावडर	6444		1979

[सं. सी एम डी-13:11]

एस. बी. रॉय, वैज्ञानिक एफ एवं प्रमुख

New Delhi, the 5th August, 2011

S.O. 2213.—In pursuance of sub-regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule:

SCHEDULE

Sl No.	Licence No.	Grant Date	Name and address of the party	Title of the Standard	IS No.	Part	Sec.	Year
1	2	3	4	5	6	7	8	9
1.	3728772	06-07-2011	S & S Aqua Industries Gala No. 11 & 12, Opp: Octroi Naka Mumbai-Panvel Road Daighar Village, Kalyan Fata Post Padle Dist Thane 421204	Packaged Drinking (other than Packaged Natural Mineral Water)-	14543			2004
2.	3741158	07-07-2011	Network Irrigation Plot No. 203, Shree Samartha Sahakari Audyogik Vasahat Ltd, Pimpalgaon (Baswant), Niphad District Nashik 422209	Irrigation Equipment-Emitting Pipe Systems	13488			2008
3.	3742463	12-07-2011	Universal Infraprojects Plot No. 5, 1st Floor Matru Chhaya Co-Op Society, Roshan Nagar, Borivali(W) Mumbai 400092	Precast Concrete Blocks for Paving	15658			2006
4.	3743768	14-07-2011	Vardhaman Plastics & Allied Industries Gut No. 307/1, Shahada, Diversion Road, Dondaicha Tal: Shindkheda Dist Dhule 425408	Irrigation Equipment Emitting pipe Systems	13488			2008
5.	3742564	27-06-2011	Indian Agro chem Industries Pvt. Ltd. B-13, MIDC Badlapur (E) Dist Thane 421503	Sulphur Dusting Powders	6444			1979

[No. CMD/13:11]

S. B. ROY, Scientist 'F' & Head

नई दिल्ली, 5 अगस्त, 2011

का.आ. 2214.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 5 के उपविनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द/स्थगित कर दिया गया है :—

अनुसूची

क्रम संख्या	लाइसेंस संख्या सीएम/एल	लाइसेंसधारी का नाम व पता	लाइसेंस के अंतर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
1.	7869309	नाईल ट्रेडिंग कॉरपोरेशन, गट सं 334, गाँव नारे, पो ऑफिस कुडुस, तालुका वाडा, जिला थाणे	भा मा 8112:1989 43 श्रेणी साधारण पोर्टलैंड सीमेंट	06-07-2011
2.	7957205	सिनर्जी पेट्रोकेम और मिनरल्स प्राइवेट लिमिटेड, बी-30, एम आय डी सी, तलोजा, जिला रायगड	भा मा 14543:2004 पैकेजबंद पीने का पानी (पैकेजबंद प्राकृतिक मिनरल जल के अलावा)– विशिष्ट	13-07-2011

[सं. सी एम डी-13:11]

एस. बी. रॉय, वैज्ञानिक एफ एवं प्रमुख

New Delhi, the 5th August, 2011

S.O. 2214.—In pursuance of sub-regulation (6) of regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled/suspended with effect from the date indicated against each:

SCHEDULE

Sl No.	Licences No. CM/L-	Name and Address of the Licensee	Article/Process with relevant Indian Standards covered by the licence cancelled/suspension	Date of Cancellation
1.	7869309	Nile Trading Corporation Gut No. 334, Village Nare, P.O. Kudus, Tal: Wada Dist-Thane	IS 8112:1989 43 Grade Ordinary Portland Cement	06-07-2011
2.	7957205	Synergy Petrochem & Minerals Pvt. Ltd. V-30, MIDC Taloja Dist Raigad	IS 14543:2004 Packaged Drinking Water (Other than Packaged Natural Mineral Water)	13-07-2011

[No. CMD/13:11]

S.B. Roy, Scientist 'F' & Head

नई दिल्ली, 9 अगस्त, 2011

का.आ. 2215.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 4 के उपविनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं वे स्वीकृत कर दिए गए हैं :-

अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृति करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम एवं पता	भारतीय मानक का शीर्षक	भा.मा. सं./भाग/खंड/वर्ष
1.	3701550	17-02-2011	मे टोनी केबल्स यूनिट संख्या 5,6 वी के इण्डस्ट्रीयल इस्टेट, बिलपाडा, वालीव, वसई- पूर्व थाने-401208	1100 वो तक एवं सहित कार्यकारी वोल्टता के लिए पी वी सी रोडित केबल	भा मा 694: 1990
2.	3709869	14-03-2011	मे, टुबास वायर एन्ड कंडक्टर प्रा.लि. 78/1 दमन इन्ड. इस्टेट, कदैया दमन-396210	शिरोपरी प्रेषण प्रयोजनों के लिए एल्यूमिनियम चालक, भाग 1 एल्यूमिनियम लडदार चालक	भा मा 398:भाग 1: 1996
3.	3713860	29-3-2011	मे, स्पाइस होम अप्लायसेस ए/4 शिवकृपा सोसायटी, जे एम एम रोड, असल्फा विलेज घाटकोपर प, मुंबई 400084	बिजली के घरेलू खाद्य मिक्सर द्रवीपरक और ग्राइन्डर)	भा मा 4250:1980

[संख्या केंद्रीय प्रमाणन विभाग/13:11]

देवदत्त, वैज्ञानिक एफ एवं प्रमुख (एम डी एम III)

New Delhi, the 9th August, 2011

S.O. 2215.—In pursuance of sub-regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given below in the following schedule :

SCHEDULE

Sl No.	Licence No	Grant Date	Name and address (factory) of the party	Product	IS No. /Part /Sec. Year
(1)	(2)	(3)	(4)	(5)	(6)
1.	3701550	17-2-2011	Tony Cables Units No. 5, 6 V.K. Industrial Estate,	Pvc insulated cables for working voltages	IS 694: 1990

(1)	(2)	(3)	(4)	(5)	(6)
			Bilalpada, valiv, E-Thane Vasai-E-401208 Maharashtra	upto and including 1100 v	
2.	3709869	14-3-2011	Tubas wire & conductor Pvt. Ltd. 78/1 Daman Industrial Estate, Kadaiya Daman Daman & Diu- 396210	Aluminium conductors IS 398 Part 1: 1996 for overhead transmission purposes: part 1 aluminium stranded conductors	
3.	3713860	29-3-2011	Spice Home Appliances A/4 shivkripa Society, J.M.M. Road, Asalfa Village Greater Bombay Ghatkopar-W Mumbai -400084	Domestic electric IS 4250 : 1980 food-mixers (liquidizes and grinders)	

[No. CMD/13:11]

DEV DUTT, Scientist F & Head (MDM-III)

नई दिल्ली, 11 अगस्त, 2011

का.आ. 2216.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिस भारतीय मानक का विवरण नीचे अनुसूची में दिया गया है वह वे स्थापित को गया है:-

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 12615:2011 ऊर्जा दक्ष प्रेरण मोटरें तीन फेजी स्क्रियरल केज (दूसरा पुनरीक्षण)	-	11 अगस्त 2011

इस भारतीय मानक की एक प्रति भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

तिथि : 11-08-2011

[संदर्भ: ईटी 15/टी-41]

आर. के. त्रेहन, वैज्ञा. ई. एवं प्रमुख (विद्युत तक.)

New Delhi, the 11th August, 2011

S.O. 2216.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standard, particulars of which is given in the Schedule hereto annexed has been established on the indicated against each:

SCHEDULE

Sl. No.	No. & Year of the Indian Standards	No. & Year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 12615: 2011 Energy Efficient Induction Motors - Three Phase Squirrel Cage (Second Revision)	-	11 August 2011

Copy of this standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahdur Shah Zafar Marg, New Delhi- 110 002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch

Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

Date : 11-08-2011

[Ref: ET 15/T-41]

R. K. TREHAN, Scientist 'E' Head (Electrotechnical)

कोयला मंत्रालय

नई दिल्ली, 5 अगस्त, 2011

का.आ. 2217.—कोयला मंत्रालय की 26-05-2011 की समसंख्यक अधिसूचना के क्रम में और कोकिंग कोयला खान (राष्ट्रीयकरण) अधिनियम, 1972 (1972 का अधिनियम 36) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा कोयला नियंत्रक का संगठन, कोलकाता में कोयला नियंत्रक, श्री अमृत आचार्य को उक्त अधिनियम के अंतर्गत भुगतान आयुक्त को सौंपे गए कार्यों को निष्पादित करने के लिए तत्काल प्रभाव से और अगले आदेशों तक नियुक्त करती है।

[सं. 18/7/2007-ए.एस.ओ.]

शरद घोडके, निदेशक

MINISTRY OF COAL

New Delhi, the 5th August, 2011

S.O. 2217.—In pursuance to Ministry of Coal's notification of even number dated 26-05-2011 and in exercise of the powers conferred by Coking Coal Mines (Nationalisation) Act, 1972 (Act 36 of 1972), the Central Government hereby appoints Shri Amrita Acharya, Coal Controller in Coal Controllers' Organisation, Kolkata, to perform the functions assigned to the Commissioner of Payments under the said Act, with immediate effect and until further orders.

[No. 18/7/2007-ASO]

SHARAD GHODKE, Director

आदेश

नई दिल्ली, 17 अगस्त, 2011

का.आ. 2218.—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उपधारा (1) के अधीन जारी की गई भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्या का. आ. 2333, तारीख 19 अगस्त, 2009 के भारत के राजपत्र, भाग-II, खंड 3, उपखंड (ii) तारीख 29 अगस्त, 2009 में प्रकाशित होने पर उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि और ऐसी भूमि में या उस पर सभी अधिकार (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है) उक्त अधिनियम की धारा 10 की उपधारा (1) के अधीन, सभी विल्लंगमों से मुक्त होकर, आत्यंतिक रूप में केन्द्रीय सरकार में निहित हो गए थे ;

और, केन्द्रीय सरकार का यह समाधान हो गया है, कि महानदी कोलफील्ड्स लिमिटेड, सम्बलपुर (उड़ीसा) (जिसे इसमें इसके पश्चात् उक्त सरकारी कंपनी कहा गया है), ऐसे निबंधनों और शर्तों का, जो केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे, अनुपालन करने के लिए रजामंद है ;

अतः अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम 1957 की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि इस प्रकार निहित उक्त भूमि में या उस पर के सभी अधिकार तारीख 29 अगस्त, 2009 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने के सिवाय, निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए, उक्त सरकारी कंपनी में निहित हो जाएंगे, अर्थात् -

(1) उक्त सरकारी कंपनी, उक्त अधिनियम के उपबंधों के अधीन यथा अवधारित प्रतिकर, ब्याज, नुकसानियों और वैसी ही मदों की बाबद् किए गए संदायों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी;

(2) शर्त (1) के अधीन उक्त सरकारी कंपनी द्वारा केन्द्रीय सरकार को संदेय रकमों का अवधारण करने के प्रयोजनों के लिए उक्त अधिनियम की धारा 14 के अधीन एक अधिकरण का गठन किया जाएगा और ऐसे किसी अधिकरण और अधिकरण की सहायता के लिए नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यय, सरकारी कंपनी द्वारा वहन किए जाएंगे और इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के लिए उनके संबंध में जो कि अपील आदि सभी विधिक कार्यवाहियों की बाबद् उपगत, सभी व्यय भी, सरकारी कंपनी द्वारा वहन किए जाएंगे;

(3) उक्त सरकारी कंपनी, केन्द्रीय सरकार या उसके पदधारियों की, ऐसे किसी अन्य व्यय के संबंध में क्षतिपूर्ति करेगी, जो इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के बारे में, केन्द्रीय सरकार या उसके पदधारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो ;

(4) उक्त सरकारी कंपनी को केन्द्रीय सरकार के पूर्व अनुमोदन के बिना उक्त भूमि और अधिकारों को किसी अन्य व्यक्ति को अंतरित करने की शक्ति नहीं होगी ; और

(5) उक्त सरकारी कंपनी, ऐसे निदेशों और शर्तों का पालन करेगी, जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों के लिए दिए जाएं या अधिरोपित किए जाएं।

[फा. सं. 43015/11/2005 - पीआरआईडब्ल्यू-1 (खंड-II)]

एस. सी. भाटिया, निदेशक

ORDER

New Delhi, the 17th August, 2011

S.O. 2218.—Whereas, on the publication of the notification of the Government of India in the Ministry of Coal, number S. O. 2333, dated the 19th August, 2009 published in the Gazette of India, Part-II, Section 3, Sub-section (ii) dated the 29th August, 2009, issued under sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the land and all rights in or over the such land described in the Schedule appended to the said notification (hereinafter referred to as the land) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of Section 10 of the said Act ;

And whereas, the Central Government is satisfied that the Mahanadi Coalfields Limited, Sambalpur (Orissa) (hereinafter referred to as the Government Company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 11 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, the Central Government hereby direct, that the said lands and all rights in or over the said land so vested shall with effect from the 29th August, 2009 instead of continuing to so vest in the Central Government, shall vest in the said Government Company, subject to the following terms and conditions, namely:-

(1) The said Government Company shall reimburse to the Central Government all payments made in respect of compensation, interest, damages and the like, as determined under the provisions of the said Act ;

(2) A Tribunal shall be constituted under section 14 of the said Act, for the purpose of determining the amounts payable to the Central Government by the said Government Company under condition (1) and all expenditure incurred in connection with any such tribunal and persons appointed to assist the tribunal shall be borne by the said Government Company and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc. for or in connection with the rights, in or over the said land, so vested, shall also be borne by the said Government Company ;

(3) The said Government Company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials regarding the rights in or over the said land so vested ;

(4) The said Government Company shall have no power to transfer the said land to any other persons without the prior approval of the Central Government ; and

(5) The said Government Company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the the said land, as and when necessary.

[F.No. 43015/11/2005-PRIW-I(Vol. II)]

S. C. BHATIA, Director

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 17 अगस्त, 2011

का.आ. 2219.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में प्रयोक्ता के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खण्ड (क) के अनुसरण में श्री एस. कृष्णमूर्ति, विशेष भूमि अर्जन अधिकारी, कर्नाटक औद्योगिक क्षेत्र विकास बोर्ड (केआईएडीबी) को उक्त अधिनियम के अधीन, इंडियन स्ट्रेटिजिक पेट्रोलियम रिजर्व लिमिटेड (आईएसपीआरएल), स्थलावतरण बिन्दु से मंगलोर कंदरा पाइपलाइन के लिए उपयोग के अधिकार के अर्जन हेतु, कर्नाटक राज्य क्षेत्र के भीतर सक्षम प्राधिकारी के कृत्यों का निर्वहन करने के लिए प्राधिकृत करती है ।

[फा. सं. पी-25011/1/09-आपूर्ति (खण्ड)]

जे.के. सिंह, अवग सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 17th August, 2011

S.O. 2219.—In pursuance of clause (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in land) Act 1962 (50 of 1962), the Central Government hereby authorizes Shri S. Krishnamurthy, Special land Acquisition Officer, Karnataka Industrial Area Development Board (KIADB) to perform the functions of the Competent Authority under the said Act, for Right of the Use Acquisition for Indian Strategic Petroleum Reserve Ltd. (ISPRL), Landfall point to Mangalore Cavern Pipeline within the territory of the State of Karnataka.

[F.No. P-25011/1/09-Sup. (Pt.)]

J. K. SINGH, Under Secy.

नई दिल्ली, 11 अगस्त, 2011

का. आ. 2220.—भारत सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (i) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 2392 तारीख 15 सितम्बर, 2010 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में, मैसर्स रिलाएंस इन्डस्ट्रीज लिमिटेड के आन्ध्र प्रदेश में पूर्वी तट पर ऑनशोर टरमिनल से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा काकीनाडा-वासुदेवपुर-हावडा ट्रंक गैस पाइपलाइन की टैप ऑफ फैसिलिटी, जो आन्ध्र प्रदेश में विशाखपट्टनम जिले के जंगलुरु वेलापालेम गाँव में स्थित है, से एक स्पर पाइपलाइन विछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी ;

और, उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 04 मार्च, 2011 को अथवा उससे पूर्व उपलब्ध करा दी गई थीं ;

और, पाइपलाइन विछाने के सम्बन्ध में, जनता की ओर से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और अनुज्ञात कर दिया गया;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन भारत सरकार को अपनी रिपोर्ट दे दी है ;

और, भारत सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह संतुष्ट हो जाने पर कि उक्त भूमि पाइपलाइन विछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः, अब, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन विछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से भारत सरकार में निहित होने के वजाए, सभी विल्लंगमों से मुक्त, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड में निहित होगा।

अनुसूची

मंडल/ तेहसिल/ तालुक : रामविल्ली	जिला : विशाखापट्टनम	राज्य : आन्ध्र प्रदेश		
गाँव का नाम	सर्वे सं/सब डिविजन सं.	आर.ओ.यू.अर्जित करने के लिए क्षेत्रफल		
		हेक्टेयर	एयर	सि.एयर
1	2	3	4	5

1) कोटूरु

254	00	00	30
236	00	04	00
242	00	00	20
232	00	00	78
210	00	09	85
275	00	25	81
285	00	02	00
280	00	02	29
185	00	03	90
182	00	55	50
177	00	19	50
258/5	00	09	97

1	2	3	4	5
1) कोटु (निरंतर)	258/4	00	16	46
	258/3	00	01	00
	253/9	00	06	83
	253/10	00	17	16
	253/12	00	07	18
	253/13	00	01	28
	253/14	00	18	19
	238/1बी	00	01	35
	238/1सी	00	00	77
	238/2ए	00	05	22
	238/2बी	00	06	95
	238/2सी	00	00	33
	234/2	00	10	56
	239/2	00	00	41
	239/1	00	09	67
	233/2	00	09	25
	233/1	00	07	10
	212/29	00	08	62
	212/40	00	06	09
	212/41	00	05	45
	212/42	00	02	13
	212/39	00	06	28
	220/1ए9	00	04	60
	220/1ए10	00	00	11
	220/1बी	00	01	63
	287/2ए12	00	00	10
	287/2बी	00	04	08
	287/2डी1	00	01	34
	287/2डी2सी	00	03	39
	287/2डी2ई	00	03	00
	287/2डी2एफ	00	00	12
	287/2डी2डी	00	02	92
	288/1	00	00	61
	288/2ए5	00	01	15
	288/2ए2	00	06	98
	288/2ए1	00	03	87
	288/2ए3	00	05	84
	288/2ए4	00	00	25
	288/2बी	00	01	58
	288/2सी2सी	00	00	71
	288/2सी2डी	00	09	38
	288/2सी2ई	00	10	78
	288/2सी2एफ	00	00	10
	282/5	00	10	04

मंडल/ तेहसिल/ तालुक : परवाडा	जिला : विशाखापट्टनम	राज्य : आन्ध्र प्रदेश
1) रवाडा	418	00 25 35
	425	00 22 90
	427	00 05 46
	350	00 02 20
	351	00 02 03
	345	00 34 12

1	2	3	4	5
1) लक्ष (किलो)	331	00	34	16
	149	00	08	12
	152	00	20	14
	160	00	40	38
	176	00	04	05
	175	00	00	37
	171	00	27	64
	172	00	09	11
	174	00	06	23
	173	00	09	59
	206	00	20	61
	207	00	03	82
	208	00	20	20
	417/2जी	00	02	37
	417/2एफ	00	06	47
	417/2डी	00	06	75
	417/2सी	00	06	75
	417/2बी	00	06	75
	417/2ए	00	06	75
	417/1ई	00	01	81
	417/1के	00	00	45
	417/1एफ	00	02	75
	417/1जी	00	02	04
	417/1एच	00	03	10
	416/29	00	05	77
	416/27	00	03	48
	416/23	00	03	74
	416/22	00	03	24
	416/21	00	03	21
	416/16	00	00	95
	416/17	00	04	08
	416/18	00	01	07
	416/11	00	02	06
	416/10	00	02	21
	416/9	00	02	58
	416/8	00	01	80
	416/7	00	03	20
	416/3	00	04	36
	416/4	00	01	52
	416/1	00	02	19
	412/2बी	00	10	31
	412/1डी	00	06	37
	412/1सी	00	14	69
	412/1बी	00	05	73
	411/2ओ	00	06	78
	411/2पी	00	02	81
	411/2एल	00	04	35
	411/2के	00	04	19
	411/2जे	00	08	75
	411/1बी	00	12	76
	411/1ए	00	01	23
	419/5बी	00	01	32

1	2	3	4	5
1) रबाडा (निरंतर)	419/5ए	00	11	83
	419/2	00	02	93
	419/6	00	11	17
	419/3	00	11	26
	420/1	00	00	50
	421/4	00	06	99
	421/2	00	09	91
	421/1एच	00	10	45
	421/1ई	00	00	42
	421/1एफ	00	12	77
	423/12	00	01	69
	423/14	00	01	76
	423/13	00	05	92
	423/9	00	04	58
	423/7	00	04	77
	423/4	00	04	79
	423/5	00	07	11
	423/6	00	01	24
	424/1	00	09	00
	424/2	00	00	50
	426/4	00	01	53
	426/6	00	18	28
	378/16बी	00	13	11
	378/16ए	00	08	51
	378/5	00	01	98
	428/6	00	06	71
	430/14	00	03	25
	430/11	00	04	37
	430/10	00	01	23
	430/1	00	09	28
	430/9	00	02	96
	430/2	00	06	95
	430/3	00	00	18
	377/18ए	00	02	10
	377/14	00	03	60
	377/17बी	00	02	02
	377/17ए	00	01	33
	377/16	00	04	13
	377/15	00	00	93
	377/11	00	00	55
	377/10सी	00	02	05
	377/10बी	00	02	60
	377/10ए	00	00	16
	377/5	00	05	50
	377/6	00	03	66
	377/7	00	01	54
	377/4	00	00	20
	376/22	00	02	31
	376/23	00	00	85

1	2	3	4	5
1) रवाडा (निरंतर)	376/16	00	01	65
	376/17	00	03	09
	376/18	00	00	18
	376/14	00	01	59
	376/13	00	01	86
	376/12	00	03	66
	376/11	00	01	75
	376/10	00	01	71
	376/1	00	15	61
	349/12	00	13	61
	347/21	00	00	77
	347/22	00	01	70
	347/23	00	04	45
	347/20	00	00	10
	352/16	00	04	05
	352/12	00	02	21
	352/15	00	00	10
	352/13	00	03	52
	352/11	00	00	46
	352/10	00	04	48
	352/9	00	01	24
	352/4	00	02	52
	352/5	00	04	01
	346/3	00	01	62
	346/7	00	04	51
	346/5	00	00	13
	346/6	00	00	44
	353/13	00	03	04
	353/14	00	01	82
	353/12	00	03	39
	353/15	00	01	79
	353/11	00	02	37
	353/1	00	02	88
	353/2	00	03	89
	353/3	00	00	46
	332/5	00	00	31
	332/4	00	11	95
	332/2	00	10	65
	322/1	00	06	00
	322/2ए	00	05	40
	322/2बी	00	00	85
	322/3	00	00	75

1	2	3	4	5
1) गवाडा (निरंतर)	32 1/4वी	00	00	86
	32 1/5वी	00	05	64
	32 1/5ए	00	03	00
	32 1/10	00	12	34
	32 1/13	00	05	89
	32 1/14	00	00	10
	320/2	00	50	56
	313/2	00	00	10
	313/1	00	08	23
	313/5	00	02	58
	313/7	00	03	47
	155/2	00	43	44
	156/4	00	09	00
	156/5ए	00	04	00
	156/6ए	00	04	20
	156/2वी	00	08	75
	158/13	00	05	59
	158/14	00	15	54
	159/4	00	00	72
	159/3जे	00	03	06
	159/3एफ	00	01	31
	159/3ई	00	00	77
	159/3डी	00	00	73
	159/3सी	00	00	75
	159/3वी	00	01	96
	159/1ए	00	01	63
2) परगवाडा	364	00	46	66
	366	00	05	32
	335	00	06	78
	351	00	02	38
	296/9	00	05	61
	297/1	00	16	98
	297/2	00	00	10
	365/2	00	01	01
	365/3	00	01	01
	365/4	00	00	12
	365/1	00	03	29
	346/6	00	00	43
	346/7	00	00	64
	346/8	00	05	25
	346/9	00	00	32
	346/11	00	03	44

1	2	3	4	5
2) परवाडा (निरंतर)	346/12	00	04	70
	346/13	00	03	74
	346/16ए	00	01	56
	346/16बी	00	03	60
	346/17	00	03	30
	347/19	00	06	83
	347/25	00	01	38
	347/20	00	02	55
	347/21	00	03	37
	347/22	00	03	11
	347/23	00	06	36
	347/24	00	00	10
	347/14	00	00	25
	347/12	00	03	93
	347/13	00	02	80
	347/8	00	09	45
	347/7	00	01	83
	348/12	00	02	06
	348/10	00	07	26
	348/9	00	00	50
	348/11	00	00	11
	348/7	00	00	69
	348/8	00	06	75
	350/3	00	02	17
	350/1	00	01	44
	350/2	00	04	03
	350/6	00	08	28
	350/7	00	02	07
	350/8ए	00	00	99
	334/30	00	01	71
	334/31	00	02	41
	352/2	00	00	10
	352/1	00	04	87
	333/31	00	05	29
	333/32	00	04	72
	333/33	00	04	44
	333/34	00	00	78
	333/36	00	00	12
	333/35	00	04	52
	333/38	00	01	51
	333/16	00	01	45
	333/15	00	06	47

1	2	3	4	5
2) परवाडा. (निरंतर)	333/14	00	01	80
	333/12	00	01	42
	333/13	00	07	85
	333/11	00	00	10
3) इदुलुपाकाबोनांगी	395	00	32	26
	443	00	01	25
	438	00	11	67
	437	00	08	71
	396/1	00	07	46
	396/2	00	05	48
	396/11	00	00	17
	396/12	00	05	98
	396/13	00	06	79
	396/14	00	03	22
	393/22	00	00	10
	402/10	00	02	36
	402/11	00	00	17
	402/9	00	07	63
	400/2	00	00	55
	400/1	00	13	02
	400/10	00	01	96
	400/11	00	00	10
	401/8	00	11	74
	401/9	00	01	53
	401/16	00	05	22
	401/17	00	06	40
	401/19	00	01	04
	401/15	00	00	18
	401/18	00	01	40
	401/20	00	01	74
	418/1	00	07	18
	418/5	00	00	31
	418/8	00	02	58
	418/9	00	00	10
	418/10	00	00	19
	418/6	00	00	25
	418/7	00	02	60
	418/11	00	00	10
	418/14	00	00	42
	418/13	00	01	10
	419/3	00	00	48
	419/2	00	02	57

1	2	3	4	5
3) इंदुलुपाकावांगांगी (निगंत)	419/5	00	01	87
	419/7	00	00	95
	419/6	00	01	70
	419/18वी	00	01	98
	419/8	00	00	20
	419/18ए	00	03	69
	419/19	00	00	47
	419/16	00	03	40
	419/17	00	01	13
	419/13	00	00	10
	419/15	00	03	62
	420/1	00	00	73
	420/10	00	00	42
	420/11	00	00	30
	422/1	00	00	62
	422/13	00	07	14
	422/14	00	01	60
	422/12	00	02	63
	422/11	00	04	78
	422/4	00	00	23
	422/5	00	01	03
	422/6	00	00	25
	422/19	00	00	15
	422/10	00	01	49
	422/7	00	02	92
	424/11	00	06	27
	424/18	00	01	13
	424/19	00	00	10
	424/17	00	05	47
	424/14	00	00	10
	424/16	00	01	71

मंडल/ तेहसिल/ तालुक : पेदागंतयाडा	जिला : विशाखापट्टनम	राज्य : आन्ध्र प्रदेश
1) नदुपुरु	208	00 09 35
	206	00 09 26
	230	00 29 87
	199	00 06 27
	197	00 14 24
	196	00 04 12
	241	00 39 63
	247	00 29 45
	246	00 05 94
	176	01 62 75
	180	00 00 39

1	2	3	4	5
1) नडुपुरु (निरंतर)	175	00	02	01
	174	00	45	90
	26	00	04	77
	14	00	18	52
	24	00	16	49
	209/13	00	03	51
	209/12	00	06	33
	209/11	00	03	68
	209/5	00	05	06
	209/4	00	06	12
	209/2	00	00	46
	209/3	00	08	82
	210/2	00	00	12
	210/1	00	12	14
	203/8	00	04	05
	203/6	00	05	99
	203/5	00	05	33
	203/4	00	00	23
	207/1	00	08	79
	205/9	00	11	33
	205/8	00	04	32
	205/10	00	16	68
	229/1	00	11	03
	229/2	00	09	12
	229/3	00	04	47
	229/4	00	03	70
	229/5	00	05	08
	229/6	00	12	00
	229/7	00	04	45
	229/8	00	03	91
	229/9	00	06	31
	232/1	00	03	85
	198/2	00	15	63
	195/2	00	03	56
	245/4	00	45	08
	245/3	00	12	84
	245/1	00	09	26
	183/2	00	18	70
	183/3	00	03	29
	179/2	00	07	76
	177/2	00	22	15
	173/6	00	09	03

1	2	3	4	5
1) नदुपुरु (निरंतर)	173/5	00	16	67
	173/1	00	03	09
	173/2	00	09	59
	27/12	00	18	47
	27/7	00	12	41
	27/6	00	07	40
	27/10	00	06	34
	15/1	00	14	07
	17/12	00	08	81
	17/13	00	00	59
	17/9	00	02	15
	32/2	00	13	66
	32/1	00	09	94
	21/6	00	09	47
	21/5	00	05	49
	21/4	00	05	99
	21/3	00	01	70
	20/7	00	07	36
	20/3	00	27	85
	20/4	00	02	69
2) कनिति	589	00	07	13
	588	00	13	50
	579	00	61	17
	581	00	07	04
	577	00	39	36
	570	00	44	44
	571	00	35	20
	572	00	12	37
	560	00	17	39
	562	00	01	00
	561	00	29	22
	513	00	22	77
	514	00	07	46
	511	00	75	38
	478	00	40	82
	477	00	17	03
	476	00	03	94
	474	00	06	17
	475	00	25	68
	473	00	15	11
	472	00	13	64
	471	00	19	08

1	2	3	4	5
2) कनिति (निरंतर)	470	00	29	11
	469	00	28	86
	443	00	68	92
	468	00	04	92
	52	00	27	88
	110	00	08	32
	109	00	15	85
	154	00	25	34
	157	00	01	26
	155	00	32	27
	151	00	17	63
	168	00	10	43
	150	00	15	15
	169	00	34	80
	171	00	04	63
	170	00	45	67
	179	00	10	23
	180	00	23	76
	139	00	14	33
	181	00	14	35
	182	00	26	13
	183	00	26	02
	184	00	03	16
	130	00	07	85
	132	00	17	90
	129	00	42	76
	444/5	00	01	10
	444/4	00	01	46
	48/4	00	05	27
	59/2	00	21	73
	54/1	00	36	46
	53/2	00	14	02
	51/6वी	00	20	53

मंडल/ तेहसिल/ तालुक : गजुवाका	जिला : विशाखापट्टनम	राज्य : आन्ध्र प्रदेश
1) बदलापुडि	45	00 06 33
	40/1वी	00 10 94
	40/1ए	00 07 00
	41/2	00 00 10
	41/1	00 00 41
	43/8	00 06 58
	43/9	00 05 85
	43/5	00 06 47
	43/4	00 08 39

1	2	3	4	5
1) बदलापुडि (निरंतर)	44/3	00	21	05
	47/21	00	01	71
	47/22	00	01	04
	47/24	00	05	38
	47/26	00	00	77
	47/25	00	04	15
	104/3	00	04	89
	104/4ए	00	00	10
	104/7ए	00	01	15
	104/2	00	00	34
	104/1	00	05	67
	104/9ए	00	04	06
	104/10ए	00	05	37
	104/11	00	01	17
	103/11ए	00	00	10
	103/6बी	00	26	35
	101/1	00	04	87
	102/1	00	05	60
	102/2	00	17	86
	102/3	00	09	54
	97/1	00	10	46
	67/2	00	18	98
	67/6	00	07	69
	67/4	00	07	29
	67/3	00	16	71
	68/1	00	00	10
	68/2	00	01	03
	69/3	00	25	36
	69/1	00	04	03
	69/2	00	10	82
	70/12	00	08	19
	70/11	00	07	19
	70/1	00	10	85
2) फकिरूतिकिया	24	00	00	78
	25	00	04	37
	26	00	03	84
	21	00	26	07
	20	00	03	05
	2	00	06	75
	23/1	00	41	42
	31/2	00	27	62
	1/15	00	13	58

1	2	3	4	5
2) फकिरूतिकिया (निरंतर)	1/13	00	13	61
	1/12	00	00	58
	1/8	00	23	32
	1/9	00	00	10
3) तुन्नालाम	43	00	66	88
	28	00	52	53
	27	00	25	04
	20	00	03	89
	21	00	29	12
	69	00	07	46
	71	00	48	19
	26/5	00	03	44
	26/6	00	11	30
	26/7	00	02	30
	22/2	00	03	88
	22/3	00	03	00
	22/1	00	01	63
	22/4	00	03	29
	22/5	00	08	94
	68/8	00	04	05
	68/7	00	05	99
	68/6	00	04	84
	68/5	00	05	12
	68/1	00	19	96
	68/2	00	12	63
	68/3	00	00	10
	70/1बी 2/डी	00	20	65
	70/1बी 2/सी	00	26	65
	120/1	00	04	07
	120/2	00	39	73
	120/3	00	60	47
4) जग्गराजुपेटा	123/1	00	02	95
	123/2	00	00	10
5) च्यंकटापटी राजुपेटा	10	00	00	21
	9	00	00	54
	11	01	01	38
	6	00	00	30
मंडल/ तेहसिल/ तालुक : पेन्दुर्थी	जिला : विशाखापट्टनम	राज्य : आन्ध्र प्रदेश		
1) नरावा	379	00	09	85
	368	00	00	27
	387	00	01	45
	414	00	00	19
	380/2बी	00	03	72

1	2	3	4	5
1) नगादा (निरंतर)	380/2ए	00	27	40
	380/1	00	29	03
	381/4	00	00	98
	381/2	00	14	15
	381/3	00	04	90
	381/10ए	00	11	74
	381/8	00	00	32
	369/1बी	00	02	98
	369/3	00	14	00
	369/4बी	00	29	76
	369/6	00	01	48
	369/7	00	03	56
	386/4	00	00	34
	386/6	00	02	20
	386/1	00	08	94
	386/2	00	00	95
	388/1बी	00	43	73
	388/5	00	17	05
	366/3ए	00	00	10
	366/3बी	00	01	11
	366/2बी	00	04	85
	366/2ए	00	01	69
	412/3	00	00	28
	412/1	00	24	28
	413/13	00	02	69
	413/14	00	02	42
	413/12	00	13	47
	482/1	00	02	45
	482/4	00	00	37
	482/2	00	37	74
	410/1	00	01	69
	410/2	00	09	10
	408/1	00	05	85
	408/2	00	01	09
	409/1	00	03	47
	409/2	00	06	16
	409/5	00	11	83
	409/6	00	02	96
	409/7	00	01	35
	409/8	00	05	54
	409/9	00	06	00
	409/10	00	06	46

1	2	3	4	5
1) नगवा (निरंतर)	481/9	00	01	22
	481/10	00	00	10
	480/1	00	00	86
	405/2	00	01	59
	405/3	00	00	10
	405/1	00	14	17
	483/2	00	00	36
	483/3	00	02	43
	483/4	00	06	85
	479/1	00	00	48
	479/2	00	06	97
	479/6	00	10	10
	479/10	00	06	63
	479/8	00	09	47
	485/2	00	00	10
	485/11वी	00	01	74
	485/11सी	00	02	98
	485/11ए	00	03	33
	485/3वी	00	00	95
	485/3ए	00	06	46
	485/1	00	13	04
	477/6	00	07	42
	477/7	00	07	58
2) पुल्लामवोटलापालेम	15	00	29	23
	16	00	24	80

[फा सं. एल.-14014/50/2010-जी.पी.]

के. के. शर्मा, अवर सचिव

New Delhi, the 11th August, 2011

S. O. 2220.—Whereas by notification of Government of India in Ministry of Petroleum and Natural Gas number S.O. 2392 dated 15th September, 2010, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), Government of India declared its intention to acquire the Right of User in the land, specified in the Schedule appended to that notification for the purpose of laying a spur pipeline from the tap-off facility of Kakinada-Basudebpur-Howrah trunk gas pipeline at Janguluru Velampalem village in Visakhapatnam District of the State of Andhra Pradesh for transportation of natural gas from onshore terminal at East coast of Andhra Pradesh of M/s Reliance Industries Limited by M/s Relogistics Infrastructure Limited to the consumers in various parts of the country;

And whereas, the copies of the said Gazette notification were made available to the public on or before 04th March, 2011;

And whereas, the objections received from the public to the laying of the pipeline have been considered and disallowed by the Competent Authority;

And whereas, the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government of India;

And whereas, Government of India, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the Right of User therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, Government of India hereby declares that the Right of User in the land, specified in the Schedule, appended to this notification, is hereby acquired for laying the pipeline; And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, Government of India hereby directs that the Right of User in the said land for laying the pipeline shall, instead of vesting in Government of India, vest on the date of publication of the declaration, in M/s Relogistics Infrastructure Limited, free from all encumbrances.

Schedule

Mandal/Tehsil/Taluk: Rambilli		District: Vishakapatnam		State: ANDHRA PRADESH	
Village	Survey No./Sub-Division No.	Area to be acquired for RoU			
		Hec	Are	G-Are	
1	2	3	4	5	
1) Kotturu	254	00	00	36	
	236	00	04	00	
	242	00	00	20	
	232	00	00	78	
	210	00	09	85	
	275	00	25	81	
	285	00	02	00	
	280	00	02	29	
	185	00	03	90	
	182	00	55	56	
	177	00	19	50	
	258/5	00	09	97	
	258/4	00	16	46	
	258/3	00	01	00	
	253/9	00	06	83	
	253/10	00	17	16	
	253/12	00	07	18	
	253/13	00	01	28	
	253/14	00	18	19	
	238/1B	00	01	35	
	238/1C	00	00	77	
	238/2A	00	05	22	
	238/2B	00	06	95	
	238/2C	00	00	33	
	234/2	00	10	56	
	239/2	00	00	41	
	239/1	00	09	67	
	233/2	00	09	25	
	233/1	00	07	10	
	212/29	00	08	62	
	212/40	00	06	09	
	212/41	00	05	45	
	212/42	00	02	13	
	212/39	00	06	28	
	220/1A9	00	04	60	
	220/1A10	00	00	11	
	220/1B	00	01	63	

1	2	3	4	5
1) Kotturu (Contd)	287/2A12	00	00	10
	287/2B	00	04	08
	287/2D1	00	01	34
	287/2D2C	00	03	39
	287/2D2E	00	03	00
	287/2D2F	00	00	12
	287/2D2D	00	02	92
	288/1	00	00	61
	288/2A5	00	01	15
	288/2A2	00	06	98
	288/2A1	00	03	87
	288/2A3	00	05	84
	288/2A4	00	00	25
	288/2B	00	01	58
	288/2C2C	00	00	71
	288/2C2D	00	09	38
	288/2C2E	00	10	78
	288/2C2F	00	00	10
	282/5	00	10	04

Mandal/Tehsil/Taluk:Paravada	District:Vishakapatnam	State:ANDHRA PRADESH		
1) Ravada	418	00	25	35
	425	00	22	90
	427	00	05	46
	350	00	02	20
	351	00	02	03
	345	00	34	12
	331	00	34	16
	149	00	08	12
	152	00	20	14
	160	00	40	38
	176	00	04	05
	175	00	00	37
	171	00	27	64
	172	00	09	11
	174	00	06	23
	173	00	09	59
	206	00	20	61
	207	00	03	82
	208	00	20	20
	417/2G	00	02	37
	417/2F	00	06	47
	417/2D	00	06	75
	417/2C	00	06	75

1	2	3	4	5
1) Ravada (Contd)	417/2B	00	06	75
	417/2A	00	06	75
	417/1E	00	01	81
	417/1K	00	00	45
	417/1F	00	02	75
	417/1G	00	02	04
	417/1H	00	03	10
	416/29	00	05	77
	416/27	00	03	48
	416/23	00	03	74
	416/22	00	03	24
	416/21	00	03	21
	416/16	00	00	95
	416/17	00	04	08
	416/18	00	01	07
	416/11	00	02	06
	416/10	00	02	21
	416/9	00	02	58
	416/8	00	01	80
	416/7	00	03	20
	416/3	00	04	36
	416/4	00	01	52
	416/1	00	02	19
	412/2B	00	10	31
	412/1D	00	06	37
	412/1C	00	14	69
	412/1B	00	05	73
	411/2O	00	06	78
	411/2P	00	02	81
	411/2L	00	04	35
	411/2K	00	04	19
	411/2J	00	08	75
	411/1B	00	12	76
	411/1A	00	01	23
	419/5B	00	01	32
	419/5A	00	11	83
	419/2	00	02	93
	419/6	00	11	17
	419/3	00	11	26
	420/1	00	00	50
	421/4	00	06	99
	421/2	00	09	91

1	2	3	4	5
1) Ravada (Contd)	421/1H	00	10	45
	421/1E	00	00	42
	421/1F	00	12	77
	423/12	00	01	69
	423/14	00	01	76
	423/13	00	05	92
	423/9	00	04	58
	423/7	00	04	77
	423/4	00	04	79
	423/5	00	07	11
	423/6	00	01	24
	424/1	00	09	00
	424/2	00	00	50
	426/4	00	01	53
	426/6	00	18	28
	378/16B	00	13	11
	378/16A	00	08	51
	378/5	00	01	98
	428/6	00	06	71
	430/14	00	03	25
	430/11	00	04	37
	430/10	00	01	23
	430/1	00	09	28
	430/9	00	02	96
	430/2	00	06	95
	430/3	00	00	18
	377/18A	00	02	10
	377/14	00	03	60
	377/17B	00	02	02
	377/17A	00	01	33
	377/16	00	04	13
	377/15	00	00	93
	377/11	00	00	55
	377/10C	00	02	05
	377/10B	00	02	60
	377/10A	00	00	16
	377/5	00	05	50
	377/6	00	03	66
	377/7	00	01	54
	377/4	00	00	20
	376/22	00	02	31
	376/23	00	00	85

1	2	3	4	5
1) Ravada (Contd)	376/16	00	01	65
	376/17	00	03	09
	376/18	00	00	18
	376/14	00	01	59
	376/13	00	01	86
	376/12	00	03	66
	376/11	00	01	75
	376/10	00	01	71
	376/1	00	15	61
	349/12	00	13	61
	347/21	00	00	77
	347/22	00	01	70
	347/23	00	04	45
	347/20	00	00	10
	352/16	00	04	05
	352/12	00	02	21
	352/15	00	00	10
	352/13	00	03	52
	352/11	00	00	46
	352/10	00	04	48
	352/9	00	01	24
	352/4	00	02	52
	352/5	00	04	01
	346/3	00	01	62
	346/7	00	04	51
	346/5	00	00	13
	346/6	00	00	44
	353/13	00	03	04
	353/14	00	01	82
	353/12	00	03	39
	353/15	00	01	79
	353/11	00	02	37
	353/1	00	02	88
	353/2	00	03	89
	353/3	00	00	46
	332/5	00	00	31
	332/4	00	11	95
	332/2	00	10	65
	322/1	00	06	00
	322/2A	00	05	40
	322/2B	00	00	85
	322/3	00	00	75

1	2	3	4	5
1) Ravada (Contd)	321/4B	00	00	86
	321/5B	00	05	64
	321/5A	00	03	00
	321/10	00	12	34
	321/13	00	05	89
	321/14	00	00	10
	320/2	00	50	56
	313/2	00	00	10
	313/1	00	08	23
	313/5	00	02	58
	313/7	00	03	47
	155/2	00	43	44
	156/4	00	09	00
	156/5A	00	04	00
	156/6A	00	04	20
	156/2B	00	08	75
	158/13	00	05	59
	158/14	00	15	54
	159/4	00	00	72
	159/3J	00	03	06
	159/3F	00	01	31
	159/3E	00	00	77
	159/3D	00	00	73
	159/3C	00	00	75
	159/3B	00	01	96
	159/1A	00	01	63
2) Paravada	364	00	46	66
	366	00	05	32
	335	00	06	78
	351	00	02	38
	296/9	00	05	61
	297/1	00	16	98
	297/2	00	00	10
	365/2	00	01	01
	365/3	00	01	01
	365/4	00	00	12
	365/1	00	03	29
	346/6	00	00	43
	346/7	00	00	64
	346/8	00	05	25
	346/9	00	00	32
	346/11	00	03	44

1	2	3	4	5
2) Paravada (Contd)	346/12	00	04	70
	346/13	00	03	74
	346/16A	00	01	56
	346/16B	00	03	60
	346/17	00	03	30
	347/19	00	06	83
	347/25	00	01	38
	347/20	00	02	55
	347/21	00	03	37
	347/22	00	03	11
	347/23	00	06	36
	347/24	00	00	10
	347/14	00	00	25
	347/12	00	03	93
	347/13	00	02	80
	347/8	00	09	45
	347/7	00	01	83
	348/12	00	02	06
	348/10	00	07	26
	348/9	00	00	50
	348/11	00	00	11
	348/7	00	00	69
	348/8	00	06	75
	350/3	00	02	17
	350/1	00	01	44
	350/2	00	04	03
	350/6	00	08	28
	350/7	00	02	07
	350/8A	00	00	99
	334/30	00	01	71
	334/31	00	02	41
	352/2	00	00	10
	352/1	00	04	87
	333/31	00	05	29
	333/32	00	04	72
	333/33	00	04	44
	333/34	00	00	78
	333/36	00	00	12
	333/35	00	04	52
	333/38	00	01	51
	333/16	00	01	45
	333/15	00	06	47

1	2	3	4	5
2) Peravada (Contd)	333/14	00	01	80
	333/12	00	01	42
	333/13	00	07	85
	333/11	00	00	10
3) Idulupakabonangi	395	00	32	26
	443	00	01	25
	438	00	11	67
	437	00	08	71
	396/1	00	07	46
	396/2	00	05	48
	396/11	00	00	17
	396/12	00	05	98
	396/13	00	06	79
	396/14	00	03	22
	393/22	00	00	10
	402/10	00	02	36
	402/11	00	00	17
	402/9	00	07	63
	400/2	00	00	55
	400/1	00	13	02
	400/10	00	01	96
	400/11	00	00	10
	401/8	00	11	74
	401/9	00	01	53
	401/16	00	05	22
	401/17	00	06	40
	401/19	00	01	04
	401/15	00	00	18
	401/18	00	01	40
	401/20	00	01	74
	418/1	00	07	18
	418/5	00	00	31
	418/8	00	02	58
	418/9	00	00	10
	418/10	00	00	19
	418/6	00	00	25
	418/7	00	02	60
	418/11	00	00	10
	418/14	00	00	42
	418/13	00	01	10
	419/3	00	00	48
	419/2	00	02	57

1	2	3	4	5
3) idulupakabonangi (Contd)	419/5	00	01	87
	419/7	00	00	95
	419/6	00	01	70
	419/18B	00	01	98
	419/8	00	00	20
	419/18A	00	03	69
	419/19	00	00	47
	419/16	00	03	40
	419/17	00	01	13
	419/13	00	00	10
	419/15	00	03	62
	420/1	00	00	73
	420/10	00	00	42
	420/11	00	00	30
	422/1	00	00	62
	422/13	00	07	14
	422/14	00	01	60
	422/12	00	02	63
	422/11	00	04	78
	422/4	00	00	23
	422/5	00	01	03
	422/6	00	00	25
	422/19	00	00	15
	422/10	00	01	49
	422/7	00	02	92
	424/11	00	06	27
	424/18	00	01	13
	424/19	00	00	10
	424/17	00	05	47
	424/14	00	00	10
	424/16	00	01	71

Mandal/Tehsil/Taluk:Pedagantyada	District:Vishakapatnam	State:ANDHRA PRADESH		
1) Nadupuru	208	00	09	35
	206	00	09	26
	230	00	29	87
	199	00	06	27
	197	00	14	24
	196	00	04	12
	241	00	39	63
	247	00	29	45
	246	00	05	94
	176	01	62	75
	180	00	00	39

1	2	3	4	5
1) Nadupuru (Contd)	175	00	02	01
	174	00	45	90
	26	00	04	77
	14	00	18	52
	24	00	16	49
	209/13	00	03	51
	209/12	00	06	33
	209/11	00	03	68
	209/5	00	05	06
	209/4	00	06	12
	209/2	00	00	46
	209/3	00	08	82
	210/2	00	00	12
	210/1	00	12	14
	203/8	00	04	05
	203/6	00	05	99
	203/5	00	05	33
	203/4	00	00	23
	207/1	00	08	79
	205/9	00	11	33
	205/8	00	04	32
	205/10	00	16	68
	229/1	00	11	03
	229/2	00	09	12
	229/3	00	04	47
	229/4	00	03	70
	229/5	00	05	08
	229/6	00	12	00
	229/7	00	04	45
	229/8	00	03	91
	229/9	00	06	31
	232/1	00	03	85
	198/2	00	15	63
	195/2	00	03	56
	245/4	00	45	08
	245/3	00	12	84
	245/1	00	09	26
	183/2	00	18	70
	183/3	00	03	29
	179/2	00	07	76
	177/2	00	22	15
	173/6	00	09	03

1	2	3	4	5
1) Nadupuru (Contd)	173/5	00	16	67
	173/1	00	03	09
	173/2	00	09	59
	27/12	00	18	47
	27/7	00	12	41
	27/6	00	07	40
	27/10	00	06	34
	15/1	00	14	07
	17/12	00	08	81
	17/13	00	00	59
	17/9	00	02	15
	32/2	00	13	66
	32/1	00	09	94
	21/6	00	09	47
	21/5	00	05	49
	21/4	00	05	99
	21/3	00	01	70
	20/7	00	07	36
	20/3	00	27	85
	20/4	00	02	69
2) Kaniti	589	00	07	13
	588	00	13	50
	579	00	61	17
	581	00	07	04
	577	00	39	36
	570	00	44	44
	571	00	35	20
	572	00	12	37
	560	00	17	39
	562	00	01	00
	561	00	29	22
	513	00	22	77
	514	00	07	46
	511	00	75	38
	478	00	40	82
	477	00	17	03
	476	00	03	94
	474	00	06	17
	475	00	25	68
	473	00	15	11
	472	00	13	64
	471	00	19	08

1	2	3	4	5
2) Kaniti (Contd)	470	00	29	11
	469	00	28	86
	443	00	68	92
	468	00	04	92
	52	00	27	88
	110	00	08	32
	109	00	15	85
	154	00	25	34
	157	00	01	26
	155	00	32	27
	151	00	17	63
	168	00	10	43
	150	00	15	15
	169	00	34	80
	171	00	04	63
	170	00	45	67
	179	00	10	23
	180	00	23	76
	139	00	14	33
	181	00	14	35
	182	00	26	13
	183	00	26	02
	184	00	03	16
	130	00	07	85
	132	00	17	90
	129	00	42	76
	444/5	00	01	10
	444/4	00	01	46
	48/4	00	05	27
	59/2	00	21	73
	54/1	00	36	46
	53/2	00	14	02
	51/6B	00	20	53

Mandal/Tehsil/Taluk:Gajuwaka	District:Vishakapatnam	State:ANDHRA PRADESH
1) Vadlapudi	45	00 06 33
	40/1B	00 10 94
	40/1A	00 07 00
	41/2	00 00 10
	41/1	00 00 41
	43/8	00 06 58
	43/9	00 05 85
	43/5	00 06 47
	43/4	00 08 39

1	2	3	4	5
1) Vadlapudi (Contd)	44/3	00	21	05
	47/21	00	01	71
	47/22	00	01	04
	47/24	00	05	38
	47/26	00	00	77
	47/25	00	04	15
	104/3	00	04	89
	104/4A	00	00	10
	104/7A	00	01	15
	104/2	00	00	34
	104/1	00	05	67
	104/9A	00	04	06
	104/10A	00	05	37
	104/11	00	01	17
	103/11A	00	00	10
	103/6B	00	26	35
	101/1	00	04	87
	102/1	00	05	60
	102/2	00	17	86
	102/3	00	09	54
	97/1	00	10	46
	67/2	00	18	98
	67/6	00	07	69
	67/4	00	07	29
	67/3	00	16	71
	68/1	00	00	10
	68/2	00	01	03
	69/3	00	25	36
	69/1	00	04	03
	69/2	00	10	82
	70/12	00	08	19
	70/11	00	07	19
	70/1	00	10	85
2) Fakirutikiya	24	00	00	78
	25	00	04	37
	26	00	03	84
	21	00	26	07
	20	00	03	05
	2	00	06	75
	23/1	00	41	42
	31/2	00	27	62
	1/15	00	13	58
	1/13	00	13	61
	1/12	00	00	58
	1/8	00	23	32
	1/9	00	00	10
3) Tungalam	43	00	66	88
	28	00	52	53
	27	00	25	04
	20	00	03	89
	21	00	29	12
	69	00	07	46
	71	00	48	19
	26/5	00	03	44
	26/6	00	11	30

1	2	3	4	5
3) Tungalam Comms	26/7	00	02	30
	22/2	00	03	88
	22/3	00	03	00
	22/1	00	01	63
	22/4	00	03	29
	22/5	00	08	94
	68/8	00	04	05
	68/7	00	05	99
	68/6	00	04	84
	68/5	00	05	12
	68/1	00	19	96
	68/2	00	12	63
	68/3	00	00	10
	70/1B2/D	00	20	65
	70/1B2/C	00	26	65
	120/1	00	04	07
	120/2	00	39	73
	120/3	00	60	47
4) Jaggarajupeta	123/1	00	02	95
	123/2	00	00	10
5) Venkatapati Rajupeta	10	00	00	21
	9	00	00	54
	11	01	01	38
	6	00	00	30
Mandal/Tehsil/Taluk:Pendurthi District:Vishakapatnam State:ANDHRA PRADESH				
1) Narava	379	00	09	85
	368	00	00	27
	387	00	01	45
	414	00	00	19
	380/2B	00	03	72
	380/2A	00	27	40
	380/1	00	29	03
	381/4	00	00	98
	381/2	00	14	15
	381/3	00	04	90
	381/10A	00	11	74
	381/8	00	00	32
	369/1B	00	02	98
	369/3	00	14	00
	369/4B	00	29	76
	369/6	00	01	48
	369/7	00	03	56
	386/4	00	00	34
	386/6	00	02	20
	386/1	00	08	94
	386/2	00	00	95
	388/1B	00	43	73
	388/5	00	17	05
	366/3A	00	00	10
	366/3B	00	01	11
	366/2B	00	04	85
	366/2A	00	01	69

1	2	3	4	5
1) Narava (Contd)	412/3	00	00	28
	412/1	00	24	28
	413/13	00	02	69
	413/14	00	02	42
	413/12	00	13	47
	482/1	00	02	45
	482/4	00	00	37
	482/2	00	37	74
	410/1	00	01	69
	410/2	00	09	10
	408/1	00	05	85
	408/2	00	01	09
	409/1	00	03	47
	409/2	00	06	16
	409/5	00	11	83
	409/6	00	02	96
	409/7	00	01	35
	409/8	00	05	54
	409/9	00	06	00
	409/10	00	06	46
	481/9	00	01	22
	481/10	00	00	10
	480/1	00	00	86
	405/2	00	01	59
	405/3	00	00	10
	405/1	00	14	17
	483/2	00	00	36
	483/3	00	02	43
	483/4	00	06	85
	479/1	00	00	48
	479/2	00	06	97
	479/6	00	10	10
	479/10	00	06	63
	479/8	00	09	47
	485/2	00	00	10
	485/11B	00	01	74
	485/11C	00	02	98
	485/11A	00	03	33
	485/3B	00	00	95
	485/3A	00	06	46
	485/1	00	13	04
	477/6	00	07	42
	477/7	00	07	58
2) Pullambotlapalem	15	00	29	23
	16	00	24	80

F. No. L-14014/50/2010-G.P.]
K. K. SHARMA, Under Secy.

श्रम और रोजगार मंत्रालय

नई दिल्ली, 21 जुलाई, 2011

का.आ. 2221.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हरियाणा ग्रामीण बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1, दिल्ली के पंचाट (संदर्भ संख्या 02/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-7-2011 को प्राप्त हुआ था।

[सं. एल-12011/25/2008-आईआर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 21st July, 2011

S.O. 2221.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 02/2009) of the Central Government Industrial Tribunal-cum-Labour Court-II, Delhi as shown in the Annexure in the industrial dispute between the employers in relation to the management of Haryana Gramin Bank and their workmen, which was received by the Central Government on 20-7-2011.

[No. L-12011/25/2008-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

**IN THE COURT OF SHRI SATNAM SINGH,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II,
KARKARDOOMA, DELHI**

I. D. No. 02/2009

Dated: 4-7-2011

In the matter of dispute between :

The General Secretary,
Haryana Gramin Bank Workers Organisation,
Vill. & PO : Bapra, Distt. Bhiwani.

....Workmen

Versus

The Chairman,
Haryana Gramin Bank,
HO : 1st Floor, Co-operative Bank Bldg.,
Delhi Road, Rohtak.

...Management

AWARD

The Central Government, Ministry of Labour vide Order No. L-12011/25/2008-IR(B-I) dated 14-1-2009, has referred the following industrial dispute to this Tribunal for adjudication :

Whether the demand of Haryana Gramin Bank workers Organization for payment of overtime allowance for the period worked on 24-10-2006 later declared holiday and also for payment of overtime

allowance to the rest of the employees of the Haryana Gramin Bank for the day they worked on 1-4-2005 which was declared as holiday, is just, fair and legal? To what relief are the concerned workmen entitled ?”

The above reference was sent to this court in January 2009 and notice was issued to the workmen for 16-03-2009. Thereafter, various adjournments were granted but none appeared from the side of the workmen. Again notice was sent to the workmen but despite that they did not appear. It is thus evident that the workmen are not interested in the outcome of this reference. In this situation, there is no way except to pass a no dispute award, which is passed accordingly. The reference sent by the Govt. of India stands disposed of.

Dated: 04-07-2011.

SATNAM SINGH, Presiding Officer

नई दिल्ली, 21 जुलाई, 2011

का.आ. 2222.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कोटक महिन्द्रा बैंक लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1, दिल्ली के पंचाट (संदर्भ संख्या 24/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-7-2011 को प्राप्त हुआ था।

[सं. एल-12025/1/2011-आईआर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 21st July, 2011

S.O. 2222.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 24/2011) of the Central Government Industrial Tribunal-cum-Labour Court-I, Delhi as shown in the Annexure in the industrial dispute between the employers in relation to the management of Kotak Mahindra Bank Ltd. and their workmen, received by the Central Government on 6-7-2011.

[No. L-12025/1/2011-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT NO. I, KARKARDOOMA
COURTS COMPLEX, DELHI**

I. D. No. 24/2011

Shri Rajeen Kumar S/o Sh. Rajender Singh.
Through M/s. Checkmate Services Karamchari Sangh
(Regd.), 5239, Ajmeri Gate, Delhi-110006.

....Workman

Versus

1. The Manager,
M/s. Checkmate Services Pvt. Ltd.,
58/61, Vashishth Park, Sagarpur, New Delhi.

2. The Manager,
Kotak Mahindra Bank Ltd.
Ground Floor, Ambadeep Building,
14, Kasturba Gandhi Marg,
New Delhi-110001.

... Management

AWARD

Chander Shekhar Sharma, an employee of M/s. Checkmate Services (Pvt.) Ltd. (hereinafter referred to as the contractor), was deputed as gunman at the premises of Kotak Mahindra Bank (herein after referred to as the Principal Employer). He was engaged on 24-04-2008 and worked till 27-07-09, the date when his services were dispensed with. Neither any notice was served nor any wages, in lieu thereof, was paid to him. Retrenchment compensation was also not paid. He raised a dispute before the Conciliation Officer in that regard, but no settlement could arrive at. After expiry of a period of 45 days, he raised a dispute before this Tribunal on 21-3-2011, in view of the provisions of sub-section (2) of Section 2A of the Industrial Disputes Act, 1947 (in short the Act).

2. Proviso to sub-clause (ii) of clause (a) of Section 2 of the Act makes it clear that in case of a dispute between a contractor and the contract labour employed through the contractor, in an industrial establishment where such dispute first arose, the appropriate Government shall be the Central Government or the State Government, as the case may be, where the contract labour was employed. The Principal Employer is the aforesaid bank, which is a banking company within the meaning of clause (bb) of Section 2 of the Act, over which control is exercised by the Central Government. In view of these facts, the present dispute filed by the claimant, without being referred for adjudication by the appropriate Government, was entertained under sub-section (2) of Section 2A of the Act, for articulation of the dispute.

3. Claim was demurred by the Contractor, pleading that it was a case of dismissal and not of retrenchment. Claimant left his place of duty on 27-7-2009 and never bothered to contact his employer. His services came to an end and a new guard was employed in his place. Losses were suffered on account of irresponsible conduct of the claimant. His wages, has already been paid. He was being paid minimum wages, as declared under law. All his emoluments stood paid. He has no claim against his employer and his claim is liable to be dismissed.

4. Principal Employer asserts in its written statement that the claimant was an employee of the

Contractor and records of employment are in his possession. Service agreement was entered with the Contractor, who engaged the claimant to discharge those obligations. It was incumbent on the Contractor to comply all labour laws. Being an employee of the Contractor, the claimant may raise his dispute against the Contractor only. It has further been pleaded that this Tribunal has no jurisdiction to entertain the dispute.

5. Following issues were settled, out of pleadings of the parties:

1. Whether this Tribunal has no jurisdiction to entertain the reference since the appropriate Government for the present dispute happens to be Government of N.C.T. Delhi?

2. Whether the claimant has been dismissed by M/s. Checkmate Services Pvt. Ltd. Owing to his misconduct?

3. Whether the claimant is entitled for reinstatement. If yes, to what back wages?

4. Relief.

6. During the course of adjudication, parties reached a settlement. The Contractor offered to reinstate services of the claimant with effect from 24th June, 2011 with continuity of services and twenty percent back wages for the period of interregnum which offer was accepted by Shri Rajeen Kumar. Accordingly there remained no occasion for this Tribunal to proceed with the adjudication process. Statement made by the parties are reproduced in extenso:

“Statement Col. P. S. Sharma, General Manager, M/s. Checkmate Services (Pvt.) Ltd. 58/61, Vashishth Park, Sagarpur, New Delhi on S.A. :—

I am General Manager, M/s. Checkmate Services (Pvt.) Ltd. and competent to settle the matter. M/s. Checkmate Services (Pvt.) Ltd. is ready to reinstate services of Shri Rajeen Kumar with continuity and twenty percent back wages. The claimant shall abide by all service conditions as per appointment letter. He may join his duties with effect from 24th June, 2011”.

“Statement of Shri Rajeen Kumar S/o Sh. Rajender Singh age 23 years R/o H.No.1089, Gali No.18, H-Block, Sangam Vihar, New Delhi on S.A. :—

I have heard statement made by Col. P.S. Sharma and am in agreement to the facts stated therein. My claim may be decided in accordance with the facts stated by Col. Sharma”.

7. In view of these facts, it is ordered that the Contractor shall reinstate services of Shri Rajeen Kumar son of Sh. Rajender Singh, Gunman, with effect from

24th June, 2011. with continuity of service and twenty per cent back wages for interregnum period, which wages would be counted keeping in view the minimum wages declared, at the relevant time. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dated: 23-6-2011

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 21 जुलाई, 2011

का.आ. 2223.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उत्तर पश्चिमी रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 36/06) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-7-2011 को प्राप्त हुआ था।

[सं. एल-41012/117/2005-आईआर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 21st July, 2011

S.O. 2223.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 36/06) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the management of North West Railway and their workman, received by the Central Government on 14-7-2011.

[No. L-41012/117/2005-IR (B-1)]

RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, JAIPUR

PRESENT : N. K. PUROHIT, Presiding Officer

I. D. 36/06

Reference No. L-41012/117/2005-IR (B-1) Dated : 17-2-2006

Smt. Bimla W/o Shri Prabhati Lal
R/o Deen Mohd. Road, Harijan Basti,
Ward No. 40 Sikar (Rajasthan).

V/s

1. The General Manager
North West Railway
Near Railway Hospital, Jaipur.

2. The Divisional Railway Manager
NWR, Power House Road,
Jaipur.

AWARD

28-6-2011

1. The Central Government in exercise of the powers conferred under clause (d) of Sub-section 1&2 (A) of Section 10 of the Industrial Disputes Act 1947 has referred the following Industrial dispute to this tribunal for adjudication which is as under :-

"Whether the action of the management of North West Railway, Jaipur in terminating the services of claimant Smt. Bimla W/o Shri Prabhati Lal in the year 1996 is legal and justified? If not, what relief the claimant is entitled to and from which date?"

2. Pursuant to the receipt of the reference, the registered notices were issued to both the parties. Claim statement was filed on behalf of the applicant on 18-10-10 and reply to the claim statement on behalf of the non-applicant was filed on 19-1-2011. At the stage of filing rejoinder none appeared on behalf of the applicant on 19-1-11, 9-3-11, and 16-5-11, therefore, on 16-5-11 order for ex-party proceeding against the applicant was drawn and case was posted on 27-6-11 for evidence of the non-applicant. But on that date none appeared on behalf of both the parties. Thus, case was reserved for passing award.

3. It is well settled that if a party challenges the legality of an order or action of the management the initial burden lies upon him to prove his case. In the present matter, after filing claim statement the applicant has not appeared to adduce any oral or documentary evidence to substantiate his claim.

4. Under these circumstances there is no material on record to adjudicate the reference under consideration on merits. It appears that the applicant is not willing to contest the case further. Therefore "No Claim Award" is passed in this matter. The reference under adjudication is answered accordingly.

5. Award as above.

N. K. PUROHIT, Presiding Officer

नई दिल्ली, 21 जुलाई, 2011

का.आ. 2224.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार राजनांदागव ग्रामीण बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 181/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-7-2011 को प्राप्त हुआ था।

[सं. एल-12012/26/2002-आईआर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 21st July, 2011

S.O. 2224.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 181/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Durg Rajnandgaon Gramin Bank and their workman, which was received by the Central Government on 20-7-2011.

[No. L-12012/26/2002-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE SHRI J. P. CHAND, PRESIDING OFFICER CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/181/2002

Date: 8-7-2011

Party No. 1

(A) The Branch Manager,
Durg Rajnandgaon Gramin Bank,
Nankatthi Branch, Vill & PO:
Nankatthi, Chhattisgarh, Distt. Durg.

(B) The Chairman,
Durg Rajnandgaon Gramin Bank,
Head Office: Rajnandgaon, MP
Housing Shopping Complex, G.E. Road,
Rajnandgaon (Chhattisgarh)

Versus

Party No. 2

Sukhit Ram Nishad
S/o Shri Biseswar Ram Nishad,
Village & PO: Nankatthi,
Distt.: Durg (Chhattisgarh)

AWARD

(Dated: 8th July, 2011)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Durg Rajnandgaon Gramin Bank and their workman, Shri Sukhit Ram Nishad for adjudication to CGIT-Cum-Labour Court, Nagpur vide letter No. L-12012/26/2002/IR (B-I) dated 28-5-2002, with the following Schedule:

SCHEDULE

1. "Whether the action of the management of Durg Rajnandgaon Gramin Bank in terminating the services of Shri Sukhit Ram Nishad claiming himself to be

Ex-messenger-cum-sweeper of Nankatthi Branch w.e.f. 29-1-1999 is justified? If not, to what relief is the workman entitled?"

2. After receipt of the reference, notices were sent to the parties to file their respective statement of claim and written statement, in response to which, the workman, Shukhit Ram (the "Workman" in short) filed his statement of claim and the management of Party no. 1 (A) & (B) filed their written statement.

The case of the workman is that he is a workman within the meaning of section 2J of the Act and he was engaged on daily wages basis as a Messenger-Cum-Sweeper with effect from 29-10-1997, in Nankatthi branch of party no. 1 and his working hours were from 9.30 am to 5.30 pm and he has paid Rs. 20/- per day and during the period of his engagement, apart from sweeping the floors, he was also doing some clerical work as entrusted to him, such as maintenance of Inward and outward registers and preparing of recovery notices and the Party no. 1 orally terminated his services w.e.f. 29-01-1999, in violation of the provisions of law and he had worked for more than 240 days in a year and was thus entitled to be regularized and while terminating his services, neither one month's notice nor one month's wages was paid to him in lieu of the notice and retrenchment compensation was also not paid to him and the party no. 1 did not display any seniority list and employees, namely, Ashok kumar, Prem kumar, Sunil kumar and Pritam Deshmukh, who were juniors to him were allowed to continue in services and the termination of his services was in violation of sections 25(F) and 25(G) of the Act and the work, which he was performing was of regular nature and the same is still available with Party no. 1. The workman has prayed to direct the Party no. 1 to reinstate him in service with back wages and all consequential reliefs.

3. The Party no. 1 (A) & (B) have raised a twofold objection in their written statement. They have pleaded inter alia that the reference has been made by the Government assuming certain facts, which did not exist and the Government has already decided that there was employer and employee relationship between them and the workman and that there was termination of service, which are factually incorrect and the reference has been made mechanically without application of mind and without considering the materials placed before the Government and the order of reference is not only illegal but also void ab-initio and has no leg to stand in the eye of law and the claimant had not been appointed by the bank, therefore, the question of termination doesn't arise and there was no employer and employee relationship between the parties. It is further pleaded by the party No. 1 that the bank in question is sponsored by Dena Bank, which is a Nationalize Bank and appointment in the bank is governed by certain statutory rules and regulations and a person

seeking employment in the bank has to go through the entire procedure prescribed for getting appointment and the Government of India, Ministry of Finance vide circular No. F-2/27/80/RRB dated 28-5-81 informed the Chairmen of all Regional Rural Banks that sweepers/peons/messengers should not be appointed on a regular basis in any of the Regional Rural Banks and where considered necessary, such personnel, may be engaged on part-time basis and their wages be determined with reference to the hours of work done in a day and the claimant in this case was engaged on daily wages for maintaining and cleaning the branch premises for the duration of 2 hours in the morning and 2 hours in the evening, as and when required by the branch manager and his engagement was per-se illegal, as his engagement was in disregarding the rules and his engagement was neither regular nor in conformity with the rules and regulation governing any appointment and the chairman of the bank is only empowered to appoint staff in the subordinate cadre and the claimant was not appointed by the chairman, but he was appointed by the branch manager, who was not empowered to make appointment against any regular vacancy and the claimant was engaged purely on daily wages and whenever he was engaged, he was rightly paid for the work done by him and the engagement of these nature are contract appointment and therefore the termination in the instant case cannot be termed as retrenchment and the termination would be covered by the exempted clause as contained in section 2(oo)(bb) of the Act and the criteria of continuous employment as contained in Sec. 25 (B) is not applicable to the instant case, because the engagement was on daily wages on casual basis and the engagement been contractual in nature will not attract the provisions of retrenchment u/s. 25(F) and 25(B) of the Act. It is further pleaded that the claimant was never engaged for full day and he had never worked for 240 days continuously in any calendar year and as such, he is not entitled for any relief.

4. In support of their respective claims, both the parties have adduced oral evidence, besides placing reliance on documentary evidence. The workman has examined himself as a witness in support of his claim. Two witnesses, namely Rajesh Kumar Gupta and R. S. Bisen have been examined on behalf of the party No. 1.

The workman in his examination-in-chief, which is on affidavit, has reiterated the facts mentioned in the statement of claim. However, in his cross-examination, he has admitted that the manager of the branch had engaged him and his name was not sponsored by the employment exchange and he was not interviewed and he was not medically examined and he was not given any order of appointment.

The evidence of the two witnesses examined on behalf of the party No. 1 is also in the same line of the facts mentioned in the written statement.

5. Perused the record including the evidence adduced by the parties. Taking into consideration the pleadings of the parties, and the materials on record and the submissions made by the learned advocates for the parties, it is found that even though the party No. 1 has denied that the workman was not a workman, he was a workman as defined under the Act and there was employer and employee relationship between the workman and party No. 1. It is also found from the oral evidence on record coupled with the documents filed by the workman including the experience certificate issued by the manager of Nankathi Branch of the Bank that the workman was working as a Sweeper-cum-Messenger from 29-10-1997 to 28-01-1999. It is also clear from the evidence on record that the workman had completed more than 240 days of work preceding the 12 calendar months of the date of the termination i.e. 29-01-1999. It is also found that the provisions of Section 25(B) and 25(F) had not been complied with by the party No. 1 before termination of the services of the workman and as such, the termination can be held as retrenchment from service without compliance of Section 25 (F) of the Act and as such, the retrenchment can be held to be illegal.

6. The question now for consideration is to whether the workman is entitled for reinstatement in service. In this regard, I think it proper to mention about the principles enunciated by the Hon'ble Apex Court in the case, between the In-Charge Officer and Another versus Shankar Shetty reported in 2011 (1) MPLJ/11 2010(8) SCALE-583. In the said decision, Hon'ble. Apex Court have held that, "Industrial Disputes Act, 1947 Section 25F/Daily wager / Termination of service in violation of Section 25(F)/Award of monetary compensation in lieu of reinstatement/ Respondent was initially engaged as daily wager by appellants in 1978/His engagement continued for about 7 years intermittently upto 6-9-85/Respondent raised industrial dispute relating to his retrenchment alleging violation of procedure prescribed in Sec. 25(F) of the Act/ Labour Court rejected respondents claim : holding that Section 25(F) of the Act was not attracted since the workman failed to prove that he had worked continuously for 240 days in the calendar year preceding his termination on 6-9-85. On appeal, High Court directed reinstatement of Respondent into service holding that termination of respondent was illegal—Whether an order of reinstatement will automatically follow in a case where engagement of a daily wager has been brought to an end in violation of Section 25(F) of the Act—Allowing the appeal—Held:

The High Court erred in granting relief of reinstatement to the respondent. The respondent was engaged as daily wager in 1978 and his engagement continued for about 7 years intermittently upto September 6, 1985 i.e. about 25 years back. In a case such as the present one it appears to us that relief of reinstatement cannot be justified and instead monetary compensation

would meet the ends of justice. In our considered opinion the compensation of rupees one lakh (Rs. 1,00,000) in lieu of reinstatement shall be appropriate, just and equitable”.

The principles enunciated by the Hon'ble Apex Court as mentioned above are squarely applicable to the present case at hand. Applying the said principles, it appears to me that a relief of reinstatement is not justified in this case and instead monetary compensation would meet the ends of justice. In my considered opinion compensation of Rs.25,000 (Rupees twenty five thousand) in lieu of reinstatement shall be appropriate, just and equitable. Hence it is ordered :

ORDER

The action of the management of Durg Rajnandgaon Gramin Bank in terminating the services of Shri Sukhit Ram Nishad claiming himself to be Ex-Messenger-cum-Sweeper of Nankathi Branch w.e.f. 29-1-1999 is not justified. The workman entitled for monetary compensation of Rs. 25,000 in lieu of reinstatement. He is not entitled for any other relief. The party No.1 (A) & (B) are directed to pay the compensation of Rs. 25,000 to the workman within one month from the date of publication of the award in the Official Gazette.

J. P. CHAND, Presiding Officer

नई दिल्ली, 21 जुलाई, 2011

का.आ. 2225.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण /श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एनजीपी/88/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2011 को प्राप्त हुआ था।

[सं. एल-12012/42/2002-आईआर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 21st July, 2011

S.O. 2225.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT/NGP/88/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the management of Bank of India and their workman, received by the Central Government on 21-7-2011.

[No. L-12012/42/2002-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/88/2002

Date : 12-07-2011.

Party No. 1

The Regional Manager,
Bank of India,
Regional Office, 2nd Floor,
Sardar Patel Marg,
Nagpur.

Versus

Party No. 2

Shri Anup Ramrao Titarmare,
Plot No. 4, Kabir Nagar,
Mere Layout,
Nagpur.

AWARD

(Dated : 12th July, 2011)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers in relation to the management of Bank of India and their workman, Shri Anup Ramrao Titarmare to this Tribunal for adjudication as per letter No.L-12012/42/2002-IR(B-II) dated 18-06-2002, with the following Schedule :—

"Whether the action of the management of the Regional Manager, Bank of India, Regional Office, Sardar Patel Marg, Nagpur in awarding the punishment of dismissal from service without notice to Shri Anup Ramrao Titarmare, Ex-Clerk w.e.f. 31-05-2001 was legal, proper and justified? If not, what relief the instant workman is entitled to and from what date?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the workman, Shri Anup Ramrao Titarmare ("the workman" in short) filed his statement of claim and the management of Bank of India ("the Party No.1" in short) filed their written statement.

The case of the workman as projected in the statement of claim is that he was appointed as a Clerk with Party No.1 on 1-11-1999 on compassionate ground, due to the untimely demise of his father, who was working as a Clerk with Party No.1 and he was posted to Lakhandur Branch and during the tenure of his service, he had not received any memo or charge sheet and his entire service

record was completely clean and on 14-02-2001, the Party No.1 served a charge sheet against him for the alleged misconduct committed by him during the period from 1-11-1999 to 02-01-2001 and he was suspended and he submitted his reply to the charges and an inquiry was conducted by the Party No.1 and he was held guilty of the charges and was dismissed from service vide order dt. 31-05-2001 and thereafter, he represented to Party No.1, but as there was no result, he raised the dispute before the Assistant Labour Commissioner (C) for conciliation, but the conciliation failed, so the ALC(C) submitted the failure report to the Central Govt. and ultimately, the Central Govt. referred the dispute to this Tribunal for adjudication. It is further pleaded by the workman that the inquiry conducted against him was illegal and against the provisions of principles of natural justice and by pressure tactics, admissions were taken from him which is not legal and proper in the eye of law and the inquiry was illegal and unfair and as such, the findings given by the Inquiry Officer are perverted and the Inquiry Officer did not record the evidence of the witnesses in his presence and no opportunity was given to him for cross-examination of the witnesses for the management and as such, the inquiry was illegal. The further case of the workman is that before dismissal, no show cause notice was issued to him and as such, the punishment imposed against him is illegal and at the time of passing of the order of dismissal, his past service records were not taken into consideration and the punishment imposed against him is disproportionate to the alleged misconduct and as such, liable to be set aside. The workman has prayed for re-instatement in service with full back wages and continuity.

3. The Party No.1 in his written statement has pleaded inter-alia that the workman was served with the charge sheet dt. 14-02-2001 for the misconducts committed by him, while he was serving at Lakhandur Branch and considering the gravity of the misconducts committed by the workman, it was decided to conduct a departmental inquiry against him and pending the departmental inquiry, the workman was suspended and the workman submitted his reply to the charge sheet and he admitted the commissions of the guilt/misconducts mentioned in the charge sheet, in his reply and despite the admission of the guilt by the workman, with the intention to give a fair and proper opportunity to the workman to prove his innocence, it was decided to conduct a departmental inquiry and Shri D.M. Gedam was appointed as the Inquiry Officer to conduct the inquiry and in the inquiry, adequate opportunities were given to the workman and the workman was allowed to engage defence representative of his own choice and the workman engaged Shri W.N. Bawankar as his representative and the inquiry was fair and proper and by following the principles of natural justice and during the inquiry the workman admitted the statements given by him and other witnesses and did not dispute the

authenticity and genuineness of the statements taken on record and the workman was also given the opportunity to cross-examine the management witness, Shri R.S. Shirsikar, who was examined in his presence and the statement of the workman was also recorded and in his oral statement also, the workman admitted the commission of the misconduct mentioned in the charge sheet dt. 14-02-2001 and requested to take a lenient view of the matter and after giving opportunity of personal hearing by the Disciplinary Authority, the Disciplinary Authority passed the order of dismissal of the workman from services on 31-5-2001.

4. As this is a case of dismissal from service after holding departmental inquiry, the validity of the departmental inquiry was considered as a preliminary issue and vide order dt. 13-12-2006, the inquiry was held to be proper and in accordance with the principles of natural justice.

It is necessary to mention here that since 28-01-2008 neither the workman nor his advocate appeared in the case to submit regarding the perversity of the findings and quantum of punishment and as such order was passed to proceed with the case ex-parte against the workman and argument was heard from the side of the management on 13-6-2011 and the case was posted for award.

5. At the time of argument, it was submitted by the learned advocate of the Party No.1 that the documents relied on by the management during the course of the inquiry were handed over to the workman and his co-worker and they did not raise any objection regarding the filing of the documents and exhibiting the same and the workman, before the Inquiry Officer confirmed the authenticity and genuineness of his statements dt. 20-12-2000 and 23-12-2000, in which he had confessed his guilt and admitted the misconducts and basing on the admission of the workman and on the materials on record, the Inquiry Officer recorded the finding of guilt and as such the conclusions reached by the Inquiry Office under no circumstances can be termed as based on no evidence or perverted. and the punishment imposed against him is perfectly justified considering the gravity of misconducts committed by the workman and as such the reference is to be answered in negative. In support of such contentions, reliance has been placed on the decisions reported in 1998 LAB. I.C.2009 (Ramesh Chandra versus State of Gujarat) and 2002 (93) FLR 245 (H.K. Reddy versus Central Bank of India).

6. Perused the record including the statement of claim and written statement. The point raised by the workman had already been taken into consideration at the time of passing of the order regarding the validity of the departmental Inquiry. Even though the workman has raised that he was not given a second show cause notice before imposition of the punishment, he has neither pleaded nor

able to show that he was prejudiced in any way as no second show cause notice was issued to him. It is also pleaded by the management that the order of dismissal was passed by the Disciplinary Authority after giving chance of personal hearing to the workman, which has not been rebutted by the workman. Hence I find no force in the contentions raised by the workman in that respect.

It is found from the record that the workman has admitted his guilt and the misconducts committed by him as mentioned in the charge sheet. The misconduct proved against the workman is prejudicial to the interest of the bank. So taking into consideration the gravity of the misconduct committed by the workman, which has been proved in a valid departmental inquiry, the punishment of dismissal of service imposed against him cannot be said to be shockingly disproportionate. Hence there is no scope to interfere with the punishment imposed against the workman. Hence it is ordered:

ORDER

The action of the management of the Regional Manager, Bank of India, Regional Office, Sardar Patel Marg, Nagpur in awarding the punishment of dismissal from service without notice to Shri Anup Ramrao Titarmare, Ex-clerk w.e.f. 31-05-2001 was legal, proper and justified. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 21 जुलाई, 2011

का.आ. 2226.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 33/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2011 को प्राप्त हुआ था।

[सं. एल-12012/54/2008-आईआर (बी-11)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 21st July, 2011

S.O. 2226.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 33/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the industrial dispute between the management of Union Bank of India and their workman, received by the Central Government on 21-7-2011.

[No. L-12012/54/2008-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Thursday, the 14th July, 2011

Present: A.N. JANARDANAN, Presiding Officer

Industrial Dispute No. 33/2009

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Union Bank of India and their Workman)

BETWEEN

Sri Mohammad Haneef Sait : 1st Party/Petitioner

Vs. -

The General Manager : 2nd Party/Respondent

Union Bank of India

Central Office

239, Vidhan Bhavan Marg, Nariman Point

Mumbai - 400021

APPEARANCES:

For the 1st Party/Petitioner : M/s. Balan Haridas,
Advocates

For the 2nd Party/Management : M/s. T. S. Gopalan & Co.,
Advocates

AWARD

The Central Government, Ministry of Labour vide its Order No. L-12012/54/2008-IR (B-II), dated 6-2-2009 referred the following industrial dispute to this Tribunal for adjudication.

The Schedule mentioned in that order is :

“Whether the action of the management of Union Bank of India in terminating the services of Sri Mohammad Haneef Sait is legal and justified ? To what relief is the workman entitled to ?”

2. The allegations in the Claim Statement are as follows :

After the receipt of the industrial dispute the referred ID was taken on file ID 33/2009 and issued notices both sides. Both sides entered appearance through their Advocates and filed Claim, Counter and Rejoinder Statement as the case may be.

3. The Claim Statement contentions bereft of unnecessary details are as follows :

Petitioner who joined service under the Respondent on 26-7-1998 while working as Daftry in Ennore Branch was issued a Show Cause Notice on 1-2-2006 alleging him to have had not handed over 6 cheques relating to T.S.K. Nagar Branch Extension Counter to the national clearing

through the Service Branch at Chennai while he was Daftry in the T.S.K. Nagar Branch on 7-7-2001, that CB Pass Book for getting acknowledgement from the Service Branch was missing, that 3 cheques issued by Ratan Tata Charitable Trust in favour of Madras Medical Mission aggregating to Rs. 1,45,000 were fraudulently encashed at Lakshmi Vilas Bank, Bangalore and that one S. Mastan is involved in the fraud to whom petitioner handed over the 3 cheques for monetary consideration. Petitioner in his explanation denied the allegation. On 10-05-2006 a charge sheet was issued alleging (i) willful damage or attempt to cause damage to the property of the Bank or any of its customers (ii) doing act prejudicial to the interests of the bank (iii) for gross negligence involving or likely to involve the bank in serious loss (iv) unauthorized disclosure of information regarding the affairs of the bank or any of its customers or any other person connected with the business of the bank which is confidential as gross misconduct and (v) breach of any rule of business of the bank or instruction for running of any department as minor misconduct. He denied the charges in his explanation dated 18-05-2006. An enquiry was held and in the report charges were held proved. After a Show Cause Notice proposing various punishments including dismissal without notice and after personal hearing the punishment of dismissal was imposed. Appeal dated 12-01-2007 was rejected on 5-10-2007 without any reason which is illegal. There was no evidence to show handing over of the cheques to the petitioner. He was not paid any conveyance allowance with the alleged entrustment. Only in 2006 after 5 years charge sheet was issued. Statement of Mastan stating petitioner to have had handed over the cheques to him and that the petitioner was paid Rs. 75,000 was prepared solely for the enquiry after the charge sheet by an afterthought. Petitioner has been made a scapegoat instead of Mr. K.G. Muniraj examined as MW1. The enquiry finding is perverse. Disciplinary Authority has not heard the petitioner on the enquiry report for concurring with the finding in proposing the punishment. Hearing is only on the quantum of punishment violating principles of natural justice. Finding is on surmises and conjectures. Fact that K.G. Muniraj did not complain regarding the missing of cheques and CB Pass Book will show that petitioner has got nothing to do about it. There is only the self-serving statement evidence of K.G. Muniraj regarding the occurrence. Mastan has not been proceeded against. Petitioner is proceeded against in a most arbitrary manner. Petitioner has 28 years of unblemished service. Dismissal is grossly disproportionate and the same is to be interfered with under Section-11A. Hence the claim for reinstatement with all benefits.

4. Counter Statement allegations briefly read as follows :

On 7-06-2001 Madras Medical Mission deposited a number of cheques with the Respondent Bank's Extension Counter including 3 cheques for Rs. 35,000, Rs. 60,000, Rs. 50,000 respectively, sent to clearing house through the petitioner as the regular sub-staff Sri K. Sekaran of T.S.K.

Nagar Branch and Sheela, Sub-Staff were on leave. As the proceeds of the 6 cheques were not realized even by 16-06-2001 on enquiry and by letters to all the concerned it was revealed that such cheques were not received by them. It was confirmed that American Express Bank deposited the cheque on 25-06-2001 and the payment was made to Lakshmi Vilas Bank, Naganpattu Branch, Bangalore which confirmed the receiving of the cheques in clearing and that the cheques contained A/c Payee Cross Stamp and that they were presented to the Lakshmi Vilas Bank by Akshay Credit Cooperative Society which were in favour of Sri Raghavendra Enterprises, which presented them to Akshay Credit Cooperative Society with endorsement made by R. Rajagopalan on its behalf. The account of Sri Raghavendra Enterprises was introduced by Mastan. Mastan admitted before the Vigilance Officer, Nagaraj that he only altered the payee of the 3 cheques from Madras Medical Mission to Sri Raghavendra Enterprises and deposited at Akshaya Credit Cooperative Society, Bangalore and that R. Rajakumar, another Director of his Company by name Chennai Instrument Transformers (P) Ltd. of which Mastan was the Managing Director signed as R. Rajagopalan representing Sri Raghavendra Enterprises. Mastan also informed the petitioner to have had handed over the cheques to him whom he used to help by giving money. In April, 2001 petitioner approached Mastan for Rs. 75,000 for meeting petitioner wife's hospitalization expenses. Among other things Mastan also stated to have informed that he gave Rs 75,000 to the petitioner. Mastan refused to give in writing the facts declining to harm petitioner ostensibly. Mastan admitted as beneficiary of Rs. 1,45,000 which was admitted to be paid back and which was recovered. Criminal complaints were lodged against both. For delayed clearance from the Vigilance Section of the bank disciplinary action was launched only in 2006. Dismissal is valid and justified and is not to be interfered with. There was no compulsion for Mastan to implicate the petitioner or need for Muniraj to give false evidence against the petitioner. The chain of circumstances would amply demonstrate that the cheques had disappeared when they were in the custody of the petitioner. The nexus of missing the cheques is well with the petitioner. There is no legal necessity to call upon petitioner for comments on the enquiry report other than through a Show Cause Notice. Criminal case against Mastan is pending. The original documents are with Police and no objection was raised against photocopies of documents. There is sufficient evidence for the finding. The claim is to be rejected.

5. Reply Statement averments are only repetitions of the Claim Statement averments.

6. Points for consideration are:

- (i) Whether the dismissal from service of the petitioner is legal and justified?
- (ii) To what relief the concerned workman is entitled?

7. The evidence consists of the oral evidence of WW1 and Ex.W1 to Ex.W18 on the petitioner's side and the testimony of MW1 and Ex.M1 to Ex.M5 on the Respondent's side subject to objection that Ex.M1 to Ex.M5 were not produced before the domestic enquiry. On behalf of the petitioner a memo was filed on 12-08-2010 stating that Para-1 to Para-5 of the Proof Affidavit of MW1 being recitals of new materials not forming part of the enquiry but touching the charges against the petitioner cannot be spoken to by the witness without there having been a challenge as to the validity of the enquiry and therefore Para-1 to Para-5 of the Proof Affidavit of MW1 is to be eschewed. To the same on behalf of the Respondent was conceded by endorsement on the memo to the effect that the Proof Affidavit of the Respondent and the documents M1 to M5 are only intended as answer to the allegation of delay in the intending disciplinary action, for which again the petitioner's counsel objects as not being admissible at this stage of enquiry.

Points (i) & (ii)

8. Heard both sides. Perused the documents, records and written arguments submitted on behalf of the petitioner. Both sides argued in consonance with their contentions in the respective pleadings and the relevant and admissible documents. That there is 5 years' delay for the disciplinary action is not explained by the Respondent which has caused prejudice to the petitioner. There is no financial loss to the bank. There is only charge for entrustment of cheque with the petitioner without any evidence. The fraudster Mastan has not been examined. There is no evidence even by preponderance of probability or by any material logically probative warranting finding as to guilty and the petitioner is entitled to be exonerated.

9. Material contentions on behalf of the Respondent are that petitioner was deputed with the cheques since the only Sub-Staff was on leave and though there is no direct evidence, the statement proved given by Mastan, though not reduced to writing, for cogent reasons disclosed petitioner could well be linked with the commission of the misconduct by assisting the said Mastan in executing the fraud. Petitioner as WW1 has not disputed fraud as such. There is no enmity between petitioner and Mastan. Mastan even if examined when cannot be expected to give evidence against the petitioner was chosen to be not examined for obvious reasons. For the perpetration of fraud only three cheques with major amounts, have been discernibly utilized. Petitioner does not whisper anything regarding the delayed action lodged against him. The statement of Mastan could be regarded as a material logically probative to conclude the finding that the petitioner is guilty of the misconduct.

10. On an anxious consideration of the rival contentions based on the materials there need not be any hesitation to hold that the petitioner is guilty of the

misconduct. There are materials showing circumstances in good sequence cogently leading to the conclusion, which perse furnish logically probative evidence to arrive at the finding. Therefore, the petitioner is only to be affirmed as guilty and it is so found. Regarding the punishment imposed I am of the considered view that petitioner in having had to quit the service after having rendered 28 years of service with a capital punishment without entitlement for any benefits in lieu of superannuation the punishment is becoming grossly disproportionate and shocking to the conscience of the Court, though for a misconduct committed due to some bad impulse at the spur of a moment and therefore the same needs to be modified and reduced to Compulsory Retirement with all superannuation benefits. So the punishment is to be accordingly modified and reduced to Compulsory Retirement with superannuation benefits and the petitioner is entitled to the benefit to that extent.

11. The reference is answered as above.

(Dictated to the PA, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 14th July, 2011)

A.N. JANARDANAN, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner: WW1, Sri Mohanand
Haneef Sait

For the 2nd Party/Management: MW1, Sri R. Prabhakar

Documents Marked:

From the Petitioner's side

Ex. No.	Date	Description
Ex. W1	1-02-2006	Memorandum of Charge
Ex. W2	11-02-2006	Explanation to Memorandum
Ex. W3	10-05-2006	Charge Sheet
Ex. W4	18-05-2006	Explanation to Charge Sheet
Ex. W5	14-06-2006	Memorandum regarding Departmental Enquiry
Ex. W6	00-00-0000	Enquiry Proceedings
Ex.W7	10-09-2006	Written brief submitted by the Management Representative
Ex. W8	07-10-2006	Written brief submitted by the Defence Representative
Ex. W9	30-10-2006	Enquiry Report
Ex.W10	25-11-2006	Second Show Cause Notice
Ex.W11	02-12-2006	Personal hearing regarding proposed punishment
Ex. W12	07-12-2006	Order of the Disciplinary Authority
Ex. W13	12-01-2007	Appeal filed by the petitioner
Ex. W14	29-05-2007	Letter alongwith personal hearing records

Ex. W15	05-10-2007	Order of the Appellate Authority
Ex. W16	-	Documents from the management side marked in the enquiry (MW1 to MW21)
Ex. W17	-	Parawise comments on the petitioner dated 27-11-2007 filed by Sri Mohammed Haneef Sait, Peon SSI TSK Nagar Branch (Since dismissed)
Ex. W18	27-11-2007	Petition before Assistant Commissioner of Labour (Central), Chennai under Section-2A of the Industrial Disputes Act, 1947

From the Management side:

Ex. No.	Date	Description
Ex. M1	17-11-2001	Letter of Respondent, TSK Nagar Branch, to the Commissioner of Police, Chennai
Ex. M2	30-11-2001	Complaint, to Deputy Commissioner (Crimes), Egmore, from the Manager, TSK Nagar Branch
Ex. M3	17-04-2002	Letter from Respondent to K. Rajasekaran, Advocate
Ex. M4	17-04-2002	Letter from K. Rajasekaran, Advocate, to Deputy Commissioner of Police, C.C. Branch, Egmore
Ex. M5	20-01-2004	Letter from Respondent to The Manager, American Express Bank, Mumbai

नई दिल्ली, 21 जुलाई, 2011

का.आ. 2227.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण / श्रम न्यायालय नं.2, नई दिल्ली के पंचाट (संदर्भ संख्या 84/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2011 को प्राप्त हुआ था।

[सं. एल-12012/58/2005-आईआर (बी-11)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 21st July, 2011

S.O. 2227.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.84/2005) of the Central Government Industrial Tribunal-cum-Labour Court- No. 2, New Delhi as shown in the Annexure in the Industrial Dispute between the management of Union

Bank of India and their workmen, received by the Central Government on 21-7-2011.

[No. L-12012/58/2005-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

**IN THE COURT OF SHRI SATNAM SINGH,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
NO. II, KARKARDOOMA COURT COMPLEX,
KARKARDOOMA, DELHI.**

ID No. 84/2005

Dated: 16-05-2011

In the matter of dispute between :

Shri Amar Nath,
405/3, Subash Bazar,
Panipat-12103

...Workman

Versus

The General Manager,
Union Bank of India,
Main Branch, Near Telephone Exchange,
Hissar.

...Management

AWARD

The Central Government, Ministry of Labour vide Order No.L-120 12/58/2005-IR(B-II), dated 9-8-2005 has referred the following industrial dispute to this Tribunal for adjudication :

“ Whether the action of the management of Union Bank of India in imposing the punishment of dismissal from service on Shri Amar Nath, Head Cashier ‘C’ w.e.f. 25-09-1999 is just and legal? If not, to what relief the concerned workman is entitled?”

After the reference was received in this Tribunal the workman had died. An application for impleading the legal heirs of the workman was filed from the side of the workman. But before any orders could be passed on the said application the proposed L.R's stopped attending the court. In fact, none is appearing in this court for the last so many dates of hearing. The application for impleading of the legal heirs of the workman, therefore, has been dismissed in default and for non-prosecution. As none is pursuing this case from the side of the workman L.R's of the workman, it is evident that they are no longer interested in the outcome of this reference. Accordingly a no dispute award is passed in this case and reference stands disposed of accordingly.

Dated: 16-05-2011.

SATNAM SINGH, Presiding Officer

नई दिल्ली, 21 जुलाई, 2011

का.आ. 2228.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ महाराष्ट्र को प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुंबई के पंचाट (संदर्भ संख्या सीजी आई टी-2/28 ऑफ 2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2011 को प्राप्त हुआ था।

[सं. एल-12011/107/2008-आई आर (बी-II)]

रमेश सिंह डेस्क, अधिकारी

New Delhi, the 21st July, 2011

S.O. 2228.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/28 of 2009) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, Mumbai as shown in the Annexure in the industrial dispute between management of Bank of Maharashtra and their workmen, received by the Central Government on 21-7-2011.

[No. L-12011/107/2008-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 MUMBAI****Present :**

Shri K. B. KATAKE, Presiding Officer

Reference No. CGIT2/28 of 2009**Employers in relation to the Management of Bank of Maharashtra**

The Chief Manager,
Bank of Maharashtra,
Thane Regional Office,
B-37, Wagle Industrial Estate,
Thane (W) 400604
AND

Their Workmen
The Joint Secretary,
Bank of Maharashtra Employees Union,
45-47, Mumbai Samachar Marg, Mumbai 400023.

APPEARANCES :

For the Employer : Mr. S. A. Kanade, Advocate

For the Workmen : No appearance

Mumbai, dated the 8th July, 2011

AWARD

The Government of India Ministry of Labour & Employment by its Order No. L-12011/107/2008-IR (B-II), dated 10-2-2009 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication :

“Whether the action of the management of Bank of Maharashtra, Thane Regional Office, Thane by terminating the services of Shri Pankaj Dhotre w. e.f. 31-3-2006 is justified? What relief the workman Shri Pankaj Dhotre is entitled to?”

2. Notices were issued to both the parties. They appeared through their legal representatives. The second party appeared through his advocate. His advocate took number of dates for filing statement of claim. Since last couple of dates the second party and their advocate were absent. Though sufficient time was given to the second party to file their statement of claim, they failed to file their statement of claim. Without statement of claim the reference cannot be decided on merits and deserves to be rejected. Thus, I proceed to pass the following Order :

ORDER

Reference stands rejected for want of prosecution. No order as to cost.

Dated: 8-7-2011

K. B. KATAKE, Presiding Officer/Judge

नई दिल्ली, 21 जुलाई, 2011

का.आ. 2229.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार साऊथ इंडिया कारपोरेशन (एजेंसीस) लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुंबई के पंचाट (संदर्भ संख्या सीजी आई टी2/39 ऑफ 2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2011 को प्राप्त हुआ था।

[सं. एल-12011/18/2009-आई आर(बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 21st July, 2011

S.O. 2229.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. CGIT2/39 of 2009) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure in the Industrial Dispute between to the management of M/s. South India Corporation (Agencies) Ltd. and their

workmen, which was received by the Central Government on 21-7-2011.

[No. L-12011/18/2009-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 2, MUMBAI

Present : K.B. KATAKE, Presiding Officer

Reference No. CGIT2/39 of 2009

EMPLOYERS IN RELATION TO THE MANAGEMENT OF M/S. SOUTH INDIA CORPORATION (AGENCIES) LTD.

The Genreral Manager,
M/s. South India Corporation (agencies) Ltd.,
South India House,
73, Armenian Street,
Chennai-600001.

AND

Their Workmen,
The General Secretary,
Mormugao Waterfront Workers Union,
Mukund Buiding, 2nd floor,
Vasco-da-Gama,
Gao-403 802.

APPEARANCES :

For the Employer	No appearance
For the Workmen	Mr. F. X. Rodrigues, Representative

Camp : Goa, dated the 24th June, 2011

AWARD

The Government of India, Ministry of Labour and Employment by its Order No. L-12011/18/2009-IR (B-II), dated 24-3-2009 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

“Whether the action of the management of M/s. South India Corporation (Agencies) Ltd. in denying minimum guaranteed wages to Shri Shamba Mayenkar and Shri Nagesh Arolkar is legal and justified? What relief the workmen are entitled to?”

2. After receipt of the Reference from the Ministry, both the parties were served with notices. In response to the notice the second party union filed their statement of claim at Ex. 21. In spite of service of notice twice, the managment remained absent throughout. Therefore Reference proceeded ex-parte against it. As per the statement of claim, since the year 2001 the second party workmen were working with South India Corporation Agencies Ltd. on daily wages. Since 1-10-2004 Shri Shamba Mayenkar was given minimum wages and the other workman Shri Nagesh Arolkar was also given minimum wages. According to them the managemet stopped paying minimum wages to both of them w.e.f. from 1-1-2007.

3. The Union raised the dispute before A.L.C. (Central). The first party did not attend the concilation proceedings, therefore, ALC sent the report to Labour Ministry. The Labour Ministry sent the Reference to this Tribunal. Both the workers were getting pay of Rs. 3,775 per month each w.e.f. 1-1-2007. The management paid them the wages as per the minimum wages till 31-12-2006. Thereafter they arbitrarily refused to pay the minimum wages. Therefore, the Union prays that the management be directed to pay deficit wages as per the settlement dated 7-10-2004.

4. The first party management remained absent and the claim proceeded exparte against it.

5. Following are the points for my determination. I record my findings thereon for the reasons to follow :

Points	Findings
1. Whether the workmen are entitled to the deficit in minimum wages and the wages actually paid to them?	Yes
2. What order ?	As per final order.

REASONS

6. The first party though duly served, remained absent and did not file W.S. The pleadings of the second party workmen are not challenged by filing W.S. Thus I think it proper to declare judgment under Order VIII Rule 10 of C.P.C. Under Order VIII Rule 5 of C.P.C. when pleadings are not challenged or not denied it amount to admission. In spite of repeated service, the management neither appeared nor filed their W.S. Therefore, it amount to admission of the pleadings in the statement of claim. As per the statement of claim the second party workmen were working with the first party management since 2004. According to the workmen since 1-1-2007 the mangement stopped payment as per minimum wages as agreed upon.

Therefore, they have claimed the difference between the pay they have already received and the minimum wages which they were entitled to get.

7. The Union claims that the first party has agreed to pay minimum wages to both the workmen. They have stopped paying the pay at the minimum wages rate. Therefore, the workmen are entitled to recover the difference from the management. In the circumstances, as claim of the Union not challenged it amount to admission. Therefore, I allow this Reference and decide the point no. 1 in the affirmative. Thus the order:—

ODRER

The Reference is allowed. The management is directed to pay the amount of difference between minimum wages and the actual amount paid to the worker per month within 3 months from the date of this order with interest thereon @ 6% p.a. On failure the amount carries interest @ 12% p.a.

Date: 24-6-2011

Camp : Goa

K.

B. KATAKE, Presiding Officer/Judge

नई दिल्ली, 21 जुलाई, 2011

का.आ. 2230.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार साऊथ इंडिया कॉर्पोरेशन (एजेंसिज) लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुंबई के पंचाट (संदर्भ संख्या सी.जी.आई.टी.-2/40 ऑफ 2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2011 को प्राप्त हुआ था।

[सं. एल-12011/17/2009-आई आर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 21st July, 2011

S.O. 2230.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT2/40 of 2009) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, Mumbai as shown in the Annexure in the Industrial Dispute between the management of M/s. South India Corporation (Agencies) Ltd. and their workmen, received by the Central Government on 21-7-2011.

[No. L-12011/17/2009-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 2, MUMBAI

Present

K. B. KATAKE, Presiding Officer

Reference No. CGIT2/40 of 2009

EMPLOYERS IN RELATION TO THE MANAGEMENT OF M/S. SOUTH INDIA CORPORATION (AGENCIES) LTD.

The General Manager,
M/s. South India Corporation (Agencies) Ltd.,
South India House,
73, Armenian Street,
Chennai-600001.

AND

Their Workmen

The General Secretary,
Mormugao Waterfront Workers Union,
Mukund Building, 2nd Floor,
Vasco-da-Gama,
Goa-403 802.

APPEARANCES :

For the Employer : No appearance

For the Workman : Mr. F. X. Rodrigues,
Representative

Camp : Goa, dated the 24th June, 2011

AWARD

The Government of India, Ministry of Labour and Employment by its Order No. L-12011/17/2009-IR (B-II), dated 24-3-2009 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication :

“Whether the action of the management of M/s. South India Corporation (Agencies) Ltd. in refusing employment to Shri Tukaram Naik w.e.f. 7-7-2008 is legal and justified? What relief the concerned workman is entitled to?”

2. After receipt of the Reference both the parties were served with notices. In response to the notice the second party workman filed his statement of claim at Ex.18. The management was absent throughout. Therefore, reference proceeded ex parte against it. As per the statement of claim the second party workman was working with South India Corporation Agencies Ltd., since the year 2006. In 2006 the workman met with an accident and he lost his left arm below the elbow. Management asked him not to claim for

compensation and promised to give him a job. He joined his duties but in 2008 abruptly the management terminated his services w.e.f. 7-7-2008. Union wrote a letter to the management dated 11-7-2008 asking for reinstatement of the workman with immediate effect as management did not reinstate him they wrote to Asstt. Labour Commissioner vide their letter dated 27. He joined his duties but in 2008 abruptly the management terminated his services w.e.f. 7-7-2008. Union wrote a letter to the management dated 11-7-2008 asking for reinstatement of the workman with immediate effect. As management did not reinstate him they wrote to Asstt. Labour Commissioner vide their letter dated 23-7-2008. The management refused to reinstate the workman Tukaram Naik. He was removed without any charge-sheet or enquiry. There was no misconduct on his part. No show cause notice or charge-sheet was issued to him. Therefore the second party workman prays that the workman be reinstated in the service with full back wages w.e.f. 7-7-2008.

3. The first party management remained absent and the claim proceeded ex parte against it.

4. Following are the points for my determination. I record my findings thereon for the reasons to follow :—

POINTS

FINDINGS

- | | |
|---|---------------------|
| 1. Whether the workman was terminated illegally and require to be reinstated with full back wages ? | Yes |
| 2. What order ? | As per final order. |

REASONS

5. The first party remained absent and did not file written statement. The pleadings of the second party workman are not challenged by filing W.S. Thus I think it proper to declare judgment under Order VIII Rule 10 of C.P.C. Under Order VIII Rule 5 of C.P.C. when pleadings are not challenged or not denied it amount to admission. In spite of repeated service, the management neither appeared nor filed their W.S. Therefore, it amount to admission of the pleadings in the statement of claim. As per the statement of claim the second party workman was working with the first party management since 2006. According to the workman in the year 2008 they terminated his services w.e.f. 7-7-2008 without any show cause notice or charge-sheet. He was terminated without giving any opportunity of hearing. There was no enquiry. There was violation of principles of natural justice. In the circumstances, the termination of the workman is unjust and illegal. Therefore, I allow this Reference and decide the point No.1 in the affirmative. Thus the order :—

ORDER

The Reference is allowed. The workman is directed to be reinstated with full back wages from 7-7-2008.

Date: 24-06-2011

Camp: Goa.

K. B. KATAKE, Presiding Officer

नई दिल्ली, 21 जुलाई, 2011

का.आ. 2231.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, चंडीगढ़ के पंचाट (संदर्भ संख्या 1218/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2011 को प्राप्त हुआ था।

[सं. एल-12011/86/2005-आई आर (बी-II)]

रमेश सिंह डेस्क, अधिकारी

New Delhi, the 21st July, 2011

S.O. 2231.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1218/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Chandigarh as shown in the Annexure in the industrial dispute between the management of Central Bank of India and their workmen, received by the Central Government on 21-7-2011.

[No. L-12011/86/2005-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM-LABOUR COURT-II, CHANDIGARH

Present : Sri A. K. Rastogi, Presiding Officer

Case No. I.D. 1218/2005

Registered on 18-10-2005

The General Secretary, Central Bank of India, Employers' Union # 3296 Sector 19-D, Chandigarh.

...Claimant

Versus

The Zonal Manager, Central Bank of India, Zonal Office, Bank Square, Sector 17, Chandigarh.

....Respondent

APPEARANCES :

For the Workmen : Mr. B. S. Gill A. R.

For the Management : Sri Gurmail Singh A. R.

AWARD

Passed on June 20, 2011

Central Government vide Order No. L-12011/86/2005-IR(B-II) dated 19-9-2005, by exercising its powers under Section 10 sub-section (1) Clause (d) and sub-section 2 (A) of the Industrial Disputes Act, 1947 (herein after referred to as Act) has referred the following industrial dispute for adjudication to his Tribunal :—

“whether the action of the management of Central Bank of India, Amritsar to impose the punishment of

dismissal from service on Sh. Krishan Swaroop Sharma, Ex-peon w.e.f. 17-12-1993 is legal and justified? It not to what relief the concerned workman is entitled to and from which date?"

1. As per claim statement the concerned workman Sh. Krishan Swaroop was posted at Bhikhiwind Branch, District Amritsar of the Central Bank of India hereinafter called as 'Bank', as Peon-cum-Waterman. On 12-1-1994 he was charge-sheeted firstly for preparing a forged passbook of account No. D252 of Sh. Arjun Singh and secondly for presenting a withdrawal slip of Rs.8900 in the said account by forging the thumb impression of the deceased account holder and posting the withdrawal himself in the account and receiving the amount. The workman was dismissed from the service after enquiry. The allegation of the claimant is that the workman was not given proper opportunity to defend himself as no date of enquiry was communicated to him, and he was not allowed to produce any defence evidence and the opportunity to cross-examine the management-witnesses, the enquiry was held at his back, he was not given the documents and he was not provided any defence representative or advocate. It has been further alleged that there was no witness of tempering the record by the workman and there was no expert evidence to prove that the alleged passbook was prepared by the workman. Further there was no evidence that the workman had received the payment.

It appears that there was a confession of the workman of the charges. According to the claim statement the said confession had been obtained by coercion and pressure. The workman was not provided a copy of the Enquiry Report and the disciplinary authority mechanically passed the order of dismissal which is totally illegal and unjustified and against the principle of natural justice and the appellate authority did not convey its decision about rejection of his appeal. According to the workman, the punishment of dismissal is disproportionate to the alleged misconduct. He has prayed for his reinstatement with full back wages.

2. The claim was contested by the respondent. In the reply the charges against the workman were more elaborately stated. He had been charged for preparing forged passbook of an illiterate deceased customer Sh. Arjun Singh S/o. Sh. Sarain Singh by using an old passbook from closed accounts, by erasing the earlier names and entries and removing the photograph of the customer from his account opening form and pasting it on the passbook. Thereafter, he prepared a withdrawal slip to withdraw an amount of Rs.8900 in his own hands and thumb marked the same in the name of the deceased customer. The respondent has stated that till that time the death of the customer was not reported/recorded in the record of the bank. The workman presented the withdrawal to the concerned officer and told him that he i.e. workman was a tenant in the house of the customer and the customer was unable to come to bank on account of sickness and so persuaded the officer on compassionate ground to pass

the withdrawal. He himself presented the withdrawal to the cashier and received the payment after signing the voucher/withdrawal form in token thereof. The necessary entries in the ledger were also made by him.

The bank knew the fraudulent act of the workman on 17-12-1993 and a memo was served on him the same day. The workman confessed the fraud committed by him that very day. He was put under suspension and the enquiry followed. According to the bank, charge-sheet dated 12-1-1994 was served on him. An Enquiry Officer was appointed. Workman was informed that he can avail the services of a trade union representative for his defence. Intimation was given to workman about the first hearing which was to be held on 19-2-1994. The enquiry however could not be conducted on the said date and the Enquiry Officer (E.O) sent advance intimation about the next date fixed in the enquiry which was 12-3-1994. The workman did not appear on the said date nor he sent any information hence, the enquiry was adjourned to 22-3-1994 to provide the workman another opportunity but he did not appear. The enquiry was again adjourned to 7-4-1994. The proceedings recorded on 22-3-1994 were sent to the workman. On 6-4-1994, a day before the date of hearing i.e. 7-4-1994 the workman appeared before Enquiry Officer (E.O) and requested through a letter dated 6-4-1994 for change of venue of hearing from Bhikhiwind to Amritsar.

His request was acceded, but the workman did not appear on the date fixed nor did he sent any intimation. In the interest of justice proceedings were again adjourned to 16-4-1994. The proceedings of 7-4-1994 were sent to workman but the workman again did not appear on the date fixed. However, his telegram was received about his intended absence. In the circumstances the E.O decided to proceed ex-parte. A copy of the proceedings of that day was also sent to the workman and he was informed that on next date of hearing the proceedings shall go on day to day basis. Accordingly, enquiry proceedings were held from 22-4-1994 to 6-5-1994 on six dates and management evidence was concluded. Intimation of these hearings and proceedings were duly sent to the workman. 20-5-1994 was fixed for defence evidence and keeping in view the convenience of the workman the venue of the hearing was fixed at Chandigarh under intimation to workman. On 20-5-1994 the workman sent a sickness certificate from a RMP which E.O. did not find acceptable and he concluded the proceedings. Enquiry Officer (E.O) however provided further opportunity to workman to file written briefs. He was provided a copy of the written brief of the Presenting Officer also. The workman sent his written briefs. The Enquiry Officer after considering the evidence, held all the charges proved against the workman. The disciplinary authority before considering the findings of Enquiry Officer (E.O) sent a copy of the Enquiry Report to the workman on which the workman submitted his comments. The disciplinary authority after going through the entire enquiry proceedings, written briefs of the parties, Enquiry Report

and comments of the workman on the Enquiry Report agreed with the findings of the Enquiry Officer and proposed the punishment of dismissal from service. Copy of proposed punishment order dated 21-5-1994 was sent to workman and 30-12-1994 was fixed for the personal hearing of workman. The workman acknowledged the receipt of the above said order but expressed his inability to attend personal hearing on the ground that the letter was received by him only a day before. The workman on his own came up for personal hearing on 9-1-1995 without any prior intimation. The disciplinary authority could not accommodate him on that day. However, the disciplinary authority vide his letter dated 5-1-1995 had already offered him another opportunity for personal hearing on 21st June 1995. A written reply of the workman on the proposed punishment was received by the disciplinary authority on 16-1-1995 i.e. before the date fixed for personal hearing. The workman did not come for personal hearing on the date fixed. The disciplinary authority after considering the reply of the workman confirmed the proposed punishment vide his order dated 28th June, 1995. The workman preferred an appeal against the punishment order. The appellate authority gave personal hearing to the workman and decided to get a report from the expert regarding his thumb impression and obtained fresh thumb impression of the workman and called for report from the Finger Print Bureau, Phillaur and after considering the entire facts the appellate authority concurred with the disciplinary authority and decided the appeal vide order dated 18-4-1996. The order was communicated to the workman.

The management has denied that the enquiry was held at the back of the workman or he was not given proper opportunity to defend himself and was not informed the date and venue of the enquiry. It was stated by the management that the workman's conduct from the very beginning was to avoid the enquiry proceedings. It was denied that any pressure or coercion had been exerted on the workman to obtain his confession and in spite of the confession of the workman the departmental enquiry was held as per provisions of the Bi-partite settlement and of natural justice. The punishment awarded to the workman is not disproportionate to the misconduct committed by him. His claim has no merits.

3. From the pleadings of the parties following issues arise for consideration.

1. Whether the confession of the workman was a result of any pressure or coercion of management?
2. Whether the enquiry was conducted fairly and according to the principles of natural justice?
3. Whether the evidence in enquiry was not sufficient to prove the alleged misconduct of the workman?
4. Whether punishment awarded to the workman is disproportionate to the alleged misconduct?
5. To what relief the workman is entitled?

In support of his case workman filed his affidavit and the management filed and relied on the affidavit of Sh. C.R.Verma, Manager, Regional Officer, Amritsar. Management has submitted a copy of the Enquiry Report and has relied on certain other documents.

Parties filed their written arguments in the case. I have considered the written arguments of the parties and have gone through the evidence on record. My findings on various issues are as follows:

FINDINGS

Issue No.1

4. According to the respondent, on knowing the fraudulent act of the workman on 17-12-1993 a memo was served on him the same day. The memo is Annexure R1 of the affidavit of management-witness. The workman replied the memo the same day. A copy of the reply of the workman is Annexure R2 of the affidavit of management-witness and is marked WW1/3. In this document the workman has admitted that he had withdrawn Rs.8,900 from account No. D252 of Sh. Arjun Singh S/o Sh. Sarain Singh on 12-11-1993 and for that purpose had filled withdrawal form on 11-11-1993 in his own hand-writing and had put his thumb impressions and attested himself the T.I. of account holder Sh. Arjun Singh. He had also admitted that he had stolen a passbook from the old record and after rubbing its entries had written the name of account holder Sh. Arjun Singh.

5. Regarding this confessional reply it has been argued on behalf of workman that it had been obtained by coercion and pressure. In his cross-examination the workman identified his signature on the original of this confessional reply, but has stated that he had not written this letter and Sh. R. C. Jaitley in-charge HSS Department of the branch had got his signature on this letter. It was already written when he signed it and he had not read it before signing. The letter is written in Hindi and workman has admitted in the cross-examination that he can read this letter.

The case of the respondent is that no coercion or pressure had been exerted on the workman for obtaining his admission. I do not find the contention of the workman believable. It is not denied that the letter is in the hand-writing of the workman himself. It cannot be believed that an innocent man would put his neck in the gallows under any pressure or coercion. During the enquiry proceedings Sh. R.C. Jaitely MW1 and Branch Manager Sh. Satnam Singh MW-7 have stated about the confessional statement. Branch Manager had served the memo on the workman and he stated before the Enquiry Officer that the workman had given this confessional statement in reply to his memo in his own hand-writing and under his own signatures and the same had been given by the workman before him. He also stated that the workman gave this statement of his own and not under any pressure or threat.

There is no other evidence accept the self-serving statement of the workman himself that pressure or coercion had been exerted on him to extract the confessional statement. From the statement of Sh. R.C. Jaitely before the Enquiry Officer it is also clear that the workman had not made only his confessional statement but had also deposited back Rs. 18900 the amount in question. I find no basis to accept the contention of the workman that his confessional statement had been obtained under any pressure or coercion. Issue No.1 is decided against the workman.

Issue No. 2

6. It has been argued on behalf of the workman that the enquiry was not fair and according to the principles of the natural justice. He was denied the opportunity to defend as the venue of the enquiry was not shifted from Bhikiwind despite the representation made by the workman to the Enquiry Officer that there was threat from Sh. R.C. Jaitley to the workman and the Enquiry Officer would be under the influence of Sh. R.C. Jaitley at Bhikiwind. According to the arguments of AR of the workman the workman had been asked by Sh. R. C. Jaitley to sign the withdrawal slip for the purpose of identifying the person who had presented the withdrawal slip. It was Sh. R. C. Jaitley who actually kept the amount and he was aware of the fact that there were no operation in the account for quite long and the account holder Sh. Arjun Singh was not alive. According to the AR of the workman, Sh. R. C. Jaitley created scene at the branch and forced the workman to sign papers stating therein that the amount was taken by the workman.

7. It is interesting to note that in the written arguments Annexure R-16 of MW before the Enquiry Officer, the workman has not stated any threat to his life from Sh. R. C. Jaitley as a ground for shifting the venue. Instead he has stated that he had danger to his life from the person from whom he had borrowed Rs. 8900 which he had been compelled and forced to deposit in the bank and which he could not repay to the moneylender.

8. From the contradictory stand taken by the workman about his request to change the venue of the enquiry, it is clear that there was no valid ground for changing the venue of the enquiry. Yet as the enquiry proceedings show, the venue of the enquiry was shifted from Bhikiwind to Amritsar on his request. His letter for the change of the venue is Exhibit WW-1/4. The enquiry was fixed on 7-4-1994. The proceedings on 7-4-1994 show that the workman did not turn up at Amritsar also. The enquiry was again adjourned to 16-4-1994 with a venue at Amritsar. But again the workman did not appear in the enquiry. Under the circumstances the Enquiry Officer decided to proceed ex-parte against the workman and that was not without any justification. On 16-4-1994 the Presenting Officer submitted the list of documents and witnesses to be produced in the enquiry and on the request of Presenting Officer the venue of

enquiry was shifted back to Bhikiwind, as the original documents and witnesses were easily available at Bhikiwind. The shifting of the venue back to Bhikiwind by the Enquiry Officer cannot be held to be prejudicial to the interest of the workman, as he was not participating in the enquiry.

9. The next argument of the workman is that the Enquiry Officer misconducted himself by not sending the enquiry proceedings to the workman and denied him the opportunity to cross-examine the witnesses. This argument is also without any force. The workman was not denied but he himself did not avail the opportunity for cross-examining the witnesses. It is clear from the enquiry records that the proceedings of 7-4-1994 and 16-4-1994 had been sent to the workman and he had been informed that on that date of hearing the proceedings shall go on day to day basis but the workman did not care to appear on various dates between 22-4-1994 to 6-5-1994. According to the management intimation or hearing or proceedings were sent to the workman and keeping in view the non-attendance of the workman the hearing was fixed at Chandigarh and intimation to him. But on the date fixed i.e. on 20-5-1994 the workman sent a sickness certificate issued by Dr. M. Singh. E.O. did not find acceptable and conducted the proceedings. Still the workman was given ample opportunity to file written briefs and the workman did not send his written briefs.

10. It appears that the workman was shifting the enquiry on one pretext or the other sometime he requested to shift the venue on the ground of threat to his life and sometime on the ground of his pretended sickness. The reasons assigned by him about the threat to his life are contradictory and there was no competent and authentic evidence about his sickness either.

11. The management-witness in the cross-examination has stated that during the course of enquiry the proceedings of the enquiry were used to be sent to the workman daily as he was not appearing in the enquiry. A copy of the brief of the Presenting Officer had also been sent to the workman. No suggestion was put to the witness on behalf of the workman that he was deposing falsely.

12. It is also not correct that the workman was not given an opportunity for his defence. Management-witness has stated in his affidavit that after concluding the management evidence the case was fixed for next hearing on 20-5-1994 and to enable the workman to produce the defence-witnesses the venue of hearing was fixed at Chandigarh and the intimation of last proceedings and next venue and date of hearing had been sent to the workman. The management-witness was not cross-examined on this point on behalf of workman. If the workman did not choose to produce his evidence in defence, the Enquiry Officer cannot be blamed.

13. From the above discussion it is clear that the enquiry had been conducted fairly and according to the

principles of natural justice. I hold accordingly. Issue No. 2 is decided against the workman.

Issue No. 3

14. The argument of the AR of the workman is that there was no convincing and reliable evidence to prove the misconduct of the workman. There was no complaint from the account holder and Sh. Gurbax Singh and Sh. Harjit Singh the sons of the account holder late Sh. Arjun Singh in their statement before the Enquiry Officer have stated that they had no knowledge of the account in question of the deceased. The original passbook of the deceased account holder was not produced by his sons. There is no direct evidence or expert opinion that the alleged forged passbook of the deceased had been prepared by the workman. About the thumb impression of the withdrawal slip, the Director Finger Prints Bureau, Phillaur gave the report that no opinion can be given. There was no evidence that the workman had actually put thumb impression on the withdrawal slip and had taken the money. The alleged confession procured by Sh. R. C. Jaitley could not have been used against the workman as the accused cannot be a witness himself.

15. It is now well settled that the Tribunal is clothed with the power to reappraise the evidence adduced in the domestic enquiry and satisfy itself whether the evidence relied on by the employer establishes the misconduct alleged against the workman. The Tribunal is at liberty to consider not only whether the finding of the misconduct recorded by the employer in the domestic enquiry is correct, but also to differ from that finding if a proper case is made out and as per law laid down by the Hon'ble Supreme Court in *Workman of Firestone Tyre and Rubber Company of India Pvt. Ltd. Vs. Management* (1973) 1 LLJ 278 when a proper enquiry has been held by an employer and the finding of misconduct is a plausible conclusion flowing from the evidence adduced at the said enquiry, the Tribunal has no jurisdiction to sit in judgment over the decision of the employer as an Appellate body. The interference with the decision of the employer will be justified only when the findings arrived at in the enquiry are perverse or the management is guilty of victimization, unfair labour practice or mala fides.

16. From the Enquiry Report it appears that the Enquiry Officer in holding the charge, of forging the passbook after tempering the old office record, proved against the workman has relied on the circumstantial evidence emerging from the statement of MW1, MW3, MW9. This is the statement of MW1 Sh. R. C. Jaitley that he was working as in-charge HSS Department at the relevant time. It is in his statement that the account opening form and specimen signature slip relating to HSS account No. D252 Ex. M9 of Sh. Arjun Singh was torn and the upper portion of the application form, where photo was affixed, was missing. Ex. M10 and M11 are the forged passbooks. There was no signature of any officer on Ex. M10. Certain

photo had been removed and a portion of a stamp was in the passbook which shows that the photo removed from the passbook bears the remaining portion of the stamp and passbook M11 was bearing the photograph having remaining portion of the stamp. The witness stated that the handwriting on the forged passbook is similar with that of other passbook that is M11; and M10 and M11 had been prepared by the workman. With regard to Exhibit M11 the witness also stated that the name of the beneficiary and amount, account number were erased/rubbed and after erasing/rubbing, the workman had written the name of Sh. Arjun Singh and also the amount of it Rs. 8,966.80 and the workman had made an entry of Rs. 8900 (debit side) on 12-11-1995 and mentioned a balance of Rs. 66.80. The witness also stated that it was an old passbook taken from the old record and prepared/alterd with an intention to defraud the bank and to receive the amount. He also stated that the actual passbook of the aforesaid account had been procured by him from the daughter-in-law of the deceased account holder during his visit to the house of the deceased. The witness also stated about the circumstances in which he visited the house of the deceased. He stated that Jiya Lal Daftari of the bank had located passbook M10 which was not signed by any officer and the photo was missing. The Daftari gave the passbook to Sh. J.R. Luthra Sub-Accountant of this office who in turn gave it to the witness. On going through this passbook the witness noticed that it bears the handwriting of workman. He immediately called for the ledger and found that a debit entry of Rs. 8900 has been made by the workman in the ledger. He called for the vouchers of 12-11-1993 i.e. the date on which the entry had been made and found from the withdrawal form of the relevant account that it was filled by workman himself and it had been passed by him (witness MW1). He immediately rushed to the village as per address given in the specimen signature card. The witness also stated that the workman had come to him on 11-11-1993 and had informed him that Sh. Arjun Singh (account holder) was an old man, and was well-known to him (workman) and he (workman) was residing in the house of account holder Sh. Arjun Singh and requested him (witness) to pass the withdrawal form Ex. M13 for making payment to him (workman). The witness refused to make payment as the account holder was an illiterate person and insisted that the account holder should come personally to receive the payment. On 12-11-1993 i.e. the next day the workman again approached the witness with the same withdrawal form and represented that the account holder was not in a position to move from his house and he knew the account holder personally. On the face of the withdrawal form the thumb impression was already affixed. The witness asked the workman to get the thumb impression of the account holder on the back of the withdrawal form. When the withdrawal form was again presented for payment, the witness by way of precaution took the signature of the workman on the back of the withdrawal form and the workman mentioned IIT of Sh. Arjun Singh in his own handwriting. He also stated

that the workman had confirmed the thumb impression of the account holder in his own handwriting on the back of the withdrawal form in his (witness) presence. Thereafter the witness passed the withdrawal. The withdrawal form was accompanied with HSS account passbook M11 which had been prepared by the workman in order to defraud the bank. The witness also stated about the reply of the workman to the memo in which he had admitted his guilt.

17. MW3 in the enquiry is Sh. Janak Raj Luthra the sub-Accountant at the relevant time. Supporting MW1 Sh. R. C. Jaitley he stated that Jiya Lal Daftari had found a passbook from bank record which was not authenticated by any officer and out of curiosity he brought the passbook to him (witness). The witness out of curiosity saw the ledger and account No. D252 and found that there was a debit entry of Rs. 8900 which was not there in the passbook. He (witness) noticed that the photograph of the account holder on the passbook had been detached. It increased the suspicion/doubt about the transaction and the witness showed the passbook to Mr. Jaitley. He also stated in the enquiry that after enquiries made by Mr. Jaitley a memo was served upon the workman and he made the confessional statement and deposited the amount also the same day. He also stated about the confessional statement/reply Exhibit M5 of the workman and told the Enquiry Officer that the workman had made the statement in his presence and the statement had not been made under any coercion or pressure and the workman had put his signatures on this statement in his presence. He also identified his signature on the confessional statement. MW9 is Jiya Lal Daftari of the bank. According to his statement he was on leave on 12-11-1993 and in his absence the workman officiated in his place. On 17-12-1993 while clearing his drawer-which used to remain open, he found passbook Exhibit M10 in his drawer-which was having only one entry of Rs. 8,966.80p and the photo was detached from the passbook, half portion of the stamp was on the passbook and the passbook was not having initial of any officer of the bank. He gave the passbook to Mr. JR Luthra Sub-Accountant.

18. The Enquiry Officer on the appraisal of the above evidence came to the conclusion that the workman had an access to the bank record and he produced the passbook Exhibit M11 at the time of taking payment of Rs.8900 on 12-11-1993. The photograph on passbook Exhibit M11 had the remaining portion of the stamp which was affixed in the passbook Exhibit M10 before removal of the photograph of the account holder which had been obtained by tearing, from the account opening form of account No.D252 Exhibit M9.

19. The second charge against the workman was that he presented the withdrawal for Rs. 8900 by forging the thumb impression of deceased account holder, posted the forged withdrawal himself in the account of deceased and obtained the payment of the withdrawal form after authenticating the thumb impression of the account holder.

20. The Enquiry Officer on this charge has considered the above stated statement of MW1 Sh. R.C. Jaitley and also the statement of MW2 Sh. V.D. Mahajan Sub-Accountant who was working as Chief Cashier at the branch Bhikiwind of the bank. He stated in the enquiry that he had made the payment of the withdrawal from Exhibit M13 to the workman whose signatures are on the back of the withdrawal. He however stated that he made the payment to the workman as the latter had brought the withdrawal form along with passbook and token book and had stated that the account holder was his neighbour, known to him and the account holder was unable to come to the bank because of his old age and illness. He further stated that he made the payment on the strength of the fact that the withdrawal had been passed by Mr.R. C. Jaitley and the payment was being received by a staff member. He also stated that the workman had put his signature on the back of the withdrawal form in token of receiving the payment.

21. From the evidence before the Enquiry Officer it is clear that the payment of the withdrawal form had been received by the workman. The Enquiry Officer was therefore justified holding that the second charge is also proved against the workman.

22. The Enquiry Officer has also considered the admission of the workman contained in his reply. It has already been held above that the confession of the workman was not the result of any pressure or coercion. The argument of the AR of the workman is that the confession cannot be used against him. But this argument is against the settled legal proposition. In Delhi Transport Corporation Vs. Shyam Lal 2004(4) RSJ 115 the Hon'ble Supreme Court held that it is the firm settled position in law that admission is the best piece of evidence against the person making the admission. It is however open to the person making the admission to show why the admission is not to be acted upon.

23. From the above discussion it is clear that there was sufficient evidence in the enquiry to prove the charges against the workman. Issue No.3 is decided against the workman.

Issue No. 4

24. The argument of the AR of the workman is that the punishment awarded to the workman is disproportionate to the alleged misconduct. The argument of the management on the other hand is that the workman committed a fraud by forging and fabricating an official record/document of the bank with a clear intention to withdraw the amount from the account of the deceased customer of the bank and treated upon the public faith reposed in a public sector bank, hence the punishment awarded to him is just and proper. I agree with the AR of the respondent. The misconduct of the workman was of a grave nature. As per law laid down by the Hon'ble Supreme Court in Union Bank of India Vs. Vishwa Mohan (1998) 4

Supreme Court cases 310 in the banking business, absolute devotion, diligence, integrity and honesty needs to be preserved by every bank employee. If this is not observed the confidence of the public/depositors would be impaired.

I am of the view that the dismissal from service was the only appropriate punishment for the workman. Issue No.4 is decided against the workman.

Issue No.5

25. From the above discussion it is clear that the workman is not entitled to any relief. The action of the management of Central Bank of India Amritsar to impose the punishment of dismissal from service, on the workman, is legal and justified.

Reference is accordingly answered against the workman. Two copies of the Award be send to Central Government for further necessary action.

ASHOK KUMAR, RASTOGI, Presiding Officer

नई दिल्ली, 21 जुलाई, 2011

का.आ. 2232.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय न. 2, मुंबई के पंचाट (संदर्भ संख्या सीजी आईटी-2/65 ऑफ 2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2011 को प्राप्त हुआ था।

[सं. एल-12011/45/2009-आई आर (B-II)]

रमेश सिंह डेस्क, अधिकारी

New Delhi, the 21st July, 2011

S.O. 2232.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/-2/65 of 2009) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, Mumbai as shown in the Annexure in the industrial dispute between the management of Central Bank of India and their workmen, which was received by the Central Government on 21-7-2011.

[No. L-12011/45/2009-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 2 MUMBAI

PRESENT: Sri K.B. KATAKE Presiding Officer

Reference No. CGIT -2/65 of 2009

Employers Inrelation to the Management of
Central Bank of Indin

The Regional Manager
Central Bank of India
Regional Office
P-63, MIDC
Satpur
Nasik
MS-422007

AND

There Workmen.
The General Secretary
Central Bank of India employees' Association
1768, Shukrawar Peth, Laxmi Road
Pune-411 003

APPEARANCES :

For the Employer	Mr. L.L.D'Souza, Representative
For the Workmen	No appearance

Mumbai, dated the 23rd May,
2011

AWARD

The Government of India Ministry of Labour & Employment by its Order No. L-12011/45/2009-IR (B-II), dated 4-8-2009 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

“Whether the action of the management of Central Bank of India in imposing the penalty of dismissal from services of Shri D.Y. Chandramore, Daftary w.e.f. 21-11-2007 is legal and justified? What relief the workman concerned is entitled to?”

2. After receipt of the reference notices were sent to both parties. The second party union filed statement of claim at Ex- 6 on behalf of the workman. Thereafter matter was fixed for filing written statement by the first party. Representative of the first party management has filed a purshis Ex-9 stating that the second party workman expired. He attached the copy of death certificate along with his purshis Ex-9 From the death certificate it is revealed that the workman Dilip Yashwant Chandramore expired on 13-7-2010 at Navin Nasik. Till 23-5-2011 no LR of deceased appeared. Therefore, the reference deserves to be abetted. Thus I pass the following order :

ORDER

Reference stands abetted

Date: 23-5-2011

K. B. KATAKE, Presiding Officer/Judge

नई दिल्ली, 21 जुलाई, 2011

AWARD

का.आ. 2233.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार देना बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुंबई के पंचाट (संदर्भ संख्या सीजीआईटी-2/6 ऑफ 2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2011 को प्राप्त हुआ था।

[सं. एल-12011/117/2004-आईआर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 21st July, 2011

S.O. 2233.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT-2/6 of 2005) of the Central Government Industrial Tribunal-cum-Labour Court No.2, Mumbai as shown in the Annexure in the Industrial Dispute between the management of Dena Bank and their workmen, received by the Central Government on 21-7-2011.

[No. L-12011/117/2004-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No.2, MUMBAI****PRESENT:** K.B. KATAKE, Presiding Officer**Reference No. CGIT-2/6 of 2005**

Employers in Relation to the Management of Dena Bank

The Chief Manager/ Deputy Regional Manager
Dena Bank, Mumbai Suburban Regional Office
Sharda Bhavan

Opp. Mithibai College

V.M. Road

J.V.P.D. Scheme

Vile Parle (W)

Mumbai 400 056.

AND

Their Workmen.

The General Secretary

Dena Bank Employees Union

17, Horniman Circle

Fort, Mumbai-400 023.

APPEARANCES:

For the Employer : Ms. Nandini Menon, Advocate.

For the Workmen : Mr. M.B. Anchan, Advocate.

Mumbai, dated the 11th May, 2011.

The Government of India, Ministry of Labour & Employment by its Order No.L-12011/117/2004-IR (B-II), dated 07-10-2004 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

“Whether the action of the management of Dena Bank in non-regularising the services of 22 workmen (list enclosed) in the bank is legal, proper and justified? If not, what reliefs including payment of wages in terms of Bi-partite Settlement, these workmen are entitled to and from which date and what other directions are necessary?”

2. After receipt of the reference, both the parties were served with notices. In response to the notice, the second party union has filed its statement of claim at Ex-4. According to them, the 23 workers enlisted in the statement of claim were working with first party Bank. They were paid Rs.80 to Rs.100 per day for 6 days except Sundays and Holidays. They were working in different branches and were working continuously on all working days. They have completed more than 240 days in each years of their services in the bank. They were paid wages by vouchers. These vouchers are in the custody of the Bank. The Bank has terminated the services of these 23 workers. One of them Mr. Narendra Rao does not want to proceed with, therefore his name came to be deleted. Bank has terminated their services therefore, some of the workers have raised the dispute before ALC (C). When the Bank has terminated services of some other workers, they did not take any approval or permission of conciliation officer for termination of services of Mr. Umesh Lanjekar from Mahim Branch and Nilesh Parmar from Kandivli (E) Branch. The order of termination is in contravention to Section 33 of Industrial Dispute Act 1947.

3. The services of these workmen were terminated without show cause notice, without assigning any reason and without any chargesheet. Three of the workmen were retrenched. However neither they were served with one month's notice nor paid one month's pay in lieu of such notice and retrenchment compensation. The said retrenchment is illegal and invalid. While on duty as a sub-staff, these workmen were regularly attending the Bank and discharging all the duties of regular and permanent staff members such as cleaning, sweeping and swabbing of office premises and dusting the furniture in various branches. They used to supply water to staff members. They used to keep tiffin boxes on the table, used to attend telephone calls in lunch time. Give message to the staff members, to attend the cash, cheques, receipts, etc. They were working about 3 to 12 years continuously and more than 240 days every year, therefore, they are entitled for regularization in service.

4. They were paid weekly at the rate of Rs.80 to Rs. 100 per day excluding Sunday and holiday. As per Bi-partite settlement dtd. 9-10-1966, Bank cannot appoint temporary employees against permanent vacancies for more than 3 months. All the workmen are working against regular vacancies. Therefore they can be regularized in the service from the date of their initial appointment. As per memorandum of settlement dtd. 25-09-1992 between Dena Bank and All India Dena Bank Employees Co-ordination Committee, the Bank has to empanel the temporary employees subject to verification who were engaged temporarily and who had worked 240 or more days. All the workmen are fulfilling the condition of eligibility. They have also registered their names with Employment Exchange. However Bank did not take step to empanel them and regularize them in service. Before conciliation officer, the management has admitted that these workers were working in various branches of the Bank. However they did not co-operate with the conciliation officer. They issued circulars and directed the branches to terminate the services of those who were unauthorisedly engaged. Union further submits that in similar cases in Ref no.CGIT-2/63 of 2001 and Ref.CGIT-2/52 of 1997, the Tribunal has directed the bank to regularize the services of the respective workers and their termination is held illegal. The union has also filed writ petition no.2595/2004 wherein status quo order was passed. The said writ is pending for final hearing. In spite of that Bank has terminated the services of three of the workmen. Their termination is illegal and not justifiable. The union therefore prays that, the 22 workmen under reference terminated illegally be directed to be reinstated and regularized in service with full backwages.

5. The management has resisted the statement of claim vide its written statement on Ex-10. According to them, the reference is not maintainable. It is not industrial dispute. There is no discharge, dismissal, retrenchment or termination of services of the persons enlisted in the reference. There is no employer-employee relationship between the Bank and the persons enlisted in the reference. They were never employees of the Bank. Their names are not reflected on the muster roll or on the wage register. The first party Bank is a statutory corporation constituted under Banking Companies Act. The Bank is required to follow the recruitment procedure strictly as prescribed by Government and as per bi-partite settlements. Only eligible candidates after test, interview and following procedure are recruited. They are posted as per the merit list against permanent vacancies. The persons set out in the list were engaged by various branches intermittently for doing odd jobs and they were paid a lump sum amount proportionate to the work done by them. Their services were availed purely on temporary basis. Neither their services were availed daily nor their names are reflected on muster roll. Neither they were sponsored by Employment Exchange nor they have fulfilled the recruitment norms such as age, education, qualifications, physical fitness etc.

6. The first party Bank denied that the persons enlisted were appointed by the Bank to do the work of permanent nature. They denied that they have worked continuously for 240 or more days in a year. They denied that they are working since 1992. They denied that there was settlement and these persons were to be appointed against permanent vacancies of sub-ordinate staff. The first party Bank submits that such casual worker neither can be absorbed as a permanent worker nor can be appointed without following the recruitment process. Therefore they pray that the reference be dismissed with cost.

7. Following are the issues at Ex-19 as re-casted on 11-11-2010 for my determination. I record my findings thereon for the reasons to follow:

Sr. No.	Issues	Findings
1.	Whether the enlisted workmen are the employees of first party management and there exists employee-employer relationship between them?	No.
2.	Whether the enlisted workmen are entitled to be regularized as permanent employees of the first party?	No.
3.	Whether the termination of services of three workmen is illegal and unjustified?	No.
4.	If yes, whether they are entitled to be reinstated?	Does not arise
5.	Whether workmen under reference are entitled to any relief sought for?	No
6.	What order?	As per final order.

REASONS

Issues nos.1 & 2:-

8. The union has given list of 22 workmen. According to the union, these workmen are employed as temporary sub-ordinate staff by Dena Bank at various branches thereof. According to them, the bank has recruited them on temporary basis. They were paid Rs. 80 to Rs.100 per day for six days except Sundays and Holidays. According to the union, they have completed more than 240 days in each year. According to them, they are working for number of years and entitled to be regularized as permanent employees. According to them, instead of regularizing them, Bank has recruited some other sub-ordinate staff members. It is the case of the union that as per the memorandum of settlement dated 25-09-1992, the temporary employees are entitled to be regularized. As against this it was submitted

on behalf of the first party management that the workmen enlisted were engaged as casual workers by the respective branches to do some temporary and incidental works. Neither they were in continuous service nor any of them have completed 240 or more days as a continuous service in every year as has been alleged. It is further submitted that, these workmen cannot be regularized as they are not recruited after following the recruitment procedure prescribed therefor.

9. In this respect the fact is not disputed that none of these workmen was issued any appointment letter. Names of these workmen were not on the muster roll or in the wage register. They were engaged to do some temporary works and on fixed daily wages basis. Witness Ajit Tambe for second party union has admitted in his cross Ex-22 that no appointment orders were issued to these employees. He has also admitted in his cross that none of them were signing the Bank's muster roll. They were not given identity card. Their names were not in the wage register. He has admitted in his cross that the documents with list Ex-21 does not bear letter head, seal or signature of the Bank. This witness has further admitted that Bank has to follow recruitment procedure to recruit permanent staff. He further admitted that these workmen were not empanelled for recruitment. He admitted that they were not sponsored by employment exchange. In the circumstances, the Ld advocate for the first party management pointed out that such temporary workers neither can be recruited in the service nor can be made permanent as they were not appointed by following the recruitment procedure. She submitted that they had not even applied and placed on record the evidence of their eligibility such as age, education, physical fitness etc. In the circumstances, it is argued that regularizing temporary services of such employees amount to back door entry which cannot be allowed.

10. The Ld advocate for the second party union has resorted to the following rulings:

- (1) Maharashtra State Road Transport Corporation & Anr. Vs/. Casteribe Rajya P. Karmachari Sanghatana 2009 III CLR 262 SC.
- (2) Export Inspection Council of India V/s. Madhukar Arun Sapkal & Ors. 2007 II CLR 555 BOM HC.
- (3) Central Mine Planning and Design Institute Ltd. V/s. P.O. CGIT No.1, Dhanbad & Anr. 2009 II CLR 259 Jharkhand HC.
- (4) Harjinder Singh V/s. Punjab State Warehousing Corp. JT 2010 (1) SC 598.
- (5) Reliance Energy Ltd., Mumbai V/s. Yadavya Giri & Ors. Alongwith Reliance Energy Ltd., Mumbai V/s. Sanjay S. Gujar & Ors. BOM HC WP No.4554/2006 & WP No.4694/2006 decided on 6-12-2010.

- (6) Damodhar S/o Mahipat Gawande and Anr. V/s. Dy. Engineer GSDA, Buldhana & Ors. 2010 II CLR 847 BOM HC Nagpur Bench.

However, these rulings are on different point and not relevant to the issue of regularization. The ratio laid down in these rulings does not extend any help to the second party workman.

11. On the other hand the Ld advocate for the first party resorted to Apex Court rulings in A. Umarani V/s. Registrar Co-operative Society & ors (2004) 7 see 112 and in State of Haryana v/s. Piara Singh & ors. (1992) 4 see 118 wherein the Hon'ble Court held that where the initial temporary appointment itself was in violation of the recruitment rules, the grant of permanency to such employee is not permissible. The Ld advocate for the first party management also resorted to another Apex Court ruling in Manager, RBI Bangalore V/s. S. Mani & Ors (2005) 5 SCC 100 wherein the Hon'ble Court observed that:

"In law 240 days of continuous service by itself does not give rise to claim of permanency."

The Ld advocate for the first party also referred to landmark ruling of Constitutional Bench of Apex Court in Secy. State of Karnataka V/s. Umadevi (2006) 4 SCC 1 wherein the Hon'ble Apex Court on the point observed that:

"The right of the Executive and that of the Court would not extend to the Executive or the Court being in a position to direct that an appointment made in clear violation of the constitutional scheme and the statutory rules made in that behalf, can be treated as permanent or can be directed to be treated as permanent."

The Ld advocate also resorted to another ruling of Apex Court in State of UP & Ors V/s. Desh Raj (2007) 1 SCC 257 on the point Hon'ble Court observed that:

"It is now well settled that the appointments, if made in violation of the constitutional scheme of equality as enshrined under Article 14 and 16 of the Constitution would be rendered illegal and thus, void ab-initio. No regularization rules therefore could have been made by the State of UP."

The Ld advocate also referred few more rulings on the point. However in all these rulings the same ratio is laid down that the employees who are initially recruited in violation of recruitment rules or without following the rules, cannot be regularized in service.

12. Though there is memorandum of understanding, it also does not extend any help in regularizing the services of these employees. As per the memorandum of understanding, the preference can be given to the casual or temporary workers at the time of recruitment provided they are eligible as per the recruitment rules. As per

Clause 20.8 of the Memorandum of Settlement, the temporary worker if selected at the time of appointment, the period of his service as a temporary employee will be taken into account as part of his probationary period. In short, even the provisions of memorandum of understanding are not helpful to these workmen for regularization of their services.

13. In the light of the ratio laid down by the Apex Court in the above referred rulings, it is clear that the temporary workmen recruited ignoring the recruitment rules cannot be directed to be regularized in service. If such practice is permitted, it would amount to another way of recruitment such a practice is deprecated. In short, the workmen herein are not entitled to be regularized. Thus I hold that neither the workmen enlisted herein are the employees of the first party management nor they are entitled to be regularized. Accordingly I decide these issues nos. 1 and 2 in the negative.

Issues nos. 3, 4 and 5

14. It is the case of the union that the services of three of the workmen enlisted in the statement of claim were illegally terminated. Therefore the union has prayed for their reinstatement. In this respect, I would like to point out that as per the discussion and finding on issue no.1 above, the workmen under reference are held not the employees of the first party management as they were not recruited by following the recruitment process. It is also held in issue no. 2 above that they are not entitled to be regularized. In the circumstances, it needs no more discussion to arrive me at the conclusion that the termination of services of three of them neither can be called illegal nor they are entitled for reinstatement. The claim of the second party union for regularization and reinstatement is devoid of merit. Accordingly, I decide these issues nos. 3, 4 and 5 also in the negative. Thus the order:

ORDER

The reference stands rejected with no order as to costs.

Date: 11th May, 2011

K.B. KATAKE, Presiding Officer

नई दिल्ली, 22 जुलाई, 2011

का.आ. 2234.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 91/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-7-2011 को प्राप्त हुआ था।

[सं. एल-12012/29/2004-आईआर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 22nd July, 2011

S.O. 2234.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 91/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, received by the Central Government on 20-7-2011.

[No. L-12012/29/2004-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/91/2004

Date: 13-7-2011.

Party No. 1 (a): The Assistant General Manager,
State Bank of India,
Amravati Branch, PO & Distt.
Amravati - 444601.

Party No. 1 (b): The Assistant General Manager,
State Bank of India, Region V,
Zonal Office, S.V. Patel Marg,
Nagpur - 440001.

Versus

Party No. 2 : Shri Prakash Janraoji Pohankar,
R/o Mahajanpura Gate,
Near Ramesh Borkar's House,
PO Hanuman Nagar,
Amravati (M.S.) - 444601.

AWARD

(Dated: 13th July, 2011)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of the State Bank of India and their workman, Shri Prakash Janraoji Pohankar for adjudication, as per letter No.L-12012/29/2004-IR(B-I) dated 8-10-2004, with the following schedule :—

"Whether the action of the management of State Bank of India through the Assistant General Manager, Region V, Regional Office, Nagpur and Asstt. General Manager, Amravati (MS) in terminating the services of the workman Shri Prakash Janraoji Pohankar, Ex. Messenger w.e.f. 30-8-2003 is legal and justified? If not, to what relief the workman is entitled to?"

2. On receipt of the reference, parties were noticed to file their respective statement of claim and written statement, in response to which, the workman, Prakash Janraoji Pohankar ("the workman" in short) filed the statement of claim and the management of the SBI ("the Party No.1" in short) filed the written statement.

The case of the workman as projected is that initially he came to be appointed as a messenger on daily wages, w.e.f. 12-08-1983 for a period of 45 days and he was again appointed on daily wages basis for 86 days in the year 1983 and in 1995, he was again appointed for 78 days on consolidated salary of Rs. 1,600 per month and the Party No.1 published an advertisement on 01-09-1991 and called for applications from eligible candidates for the post of messenger/peon and he applied for the said post and Party No.1 issued interview letter dated 12-01-1992 and directed him to appear in the interview on 10-02-1992 and accordingly he appeared in the interviews and was selected for the post of messenger / peon and his name was kept in the select waiting list at Sr. No. 11 and in view of his selection by the Selection Board, vide order of appointment dated 01-01-1996 (as mentioned in the statement of claim), he was called upon by the Party No.1 to join his duties as messenger/peon and he joined his duties on 01-01-1996 and from the date of his joining, he worked with Party No.1 continuously, without any break, with clean and excellent service record and completed more than 240 days service every calendar year and as such, his service ought to have been declared permanent, but the same was not done by the Party No.1 with a view to victimize him and his services were terminated w.e.f. 22-08-1998 and being aggrieved by the action of the Party No.1, he alongwith 16 other employees filed reference No. 39/1999 before the Tribunal and filed the statement of claim and the Party No.1 filed the written statement stating there in that his services were not terminated and the termination order dated 22-08-1998 was cancelled and he was allowed to continue in service and he was granted continuity for the period of termination and back wages. The further case of the workman is that on 30-08-2003, the Party No.1 again issued a termination order terminating his service, in view of the orders passed in reference No. 39/1999 in favour of Party No.1 and even if, it was clearly mentioned in the order that, "he (workman) is in service with Party No.1 and the award in any way does not apply to him", the Party No.1 misinterpreted the award and terminated his service with malafide intention and to victimize him. It is also pleaded by the workman that his services were terminated on the ground that the settlement arrived between the Staff Federation and the State Bank of India was lapsed on 31-03-1997, but he was appointed after observing the due procedure of appointment, applicable to the bank on permanent vacant post on 01-03-1996 (as mentioned in the statement of claim) and between 01-03-1996 to 31-03-1997, he had already completed 240 days of work and had already acquired the status of permanent employee and therefore, the reason given for termination

of his service is totally false and incorrect and as his services were terminated on 30-08-2003, the reason given for termination of his service is not applicable to him and as more than 100 employees were working with party No.1, it was necessary to obtain permission of the appropriate government as per the provision of section 25-N of the Act for termination of his service, but such permission was not obtained, hence the termination of his services is illegal and bed in-law and at the time of his retrenchment, no seniority list was published as per the provisions of 25-G of the Act and no retrenchment compensation as per 25-F was paid to him, hence the termination of his services is against the mandatory provisions of law and many juniors to him were allowed to continue in service and the principles of last come first go principle was not adopted. The workman has prayed for his reinstatement in service with continuity and full back wages.

3. The plea of the party No.1 in its written statement is that the workman was appointed purely on casual and temporary basis on daily wages as messenger intermittently as and when the exigencies arose and the workman was duly considered by it for permanent services, as per the settlement between the All India State Bank of India Staff Federation and the State Bank of India on 17-11-87, 27-10-88, 09-01-91 and 30-07-96 and in terms of the conciliation proceedings held on 30-07-96, it was agreed that the panels of temporary employees and daily wage/casual employees will be kept alive up to 31-3-97 and the settlements are bindings on the parties and so also to the workman, in view of the judgments of the Hon'ble Apex Court reported in AIR 1997 SC-2334 (KCP Ltd. Vs. Presiding Officer and Others), AIR 1997 SC-322 (Herbertson Vs. Workman), AIR 1995 SC-251 (Ram Pukar Singh Vs. Hearly Engineering Ltd) and 1982 S.C.C (L & S)-01 (Tata Engineering & Locomotive Vs. Their workman) and in the said judgments, it has been held that, "even if the workman, who are not party to a settlement, if the settlement is just and fair, then it will be binding on all the workman even if, they were not party to the settlement and even if settlement is not arising out of the conciliation proceeding" and as such, the workman has no case and in accordance to the said settlement, the Bank published an advertisement in the news papers, calling upon all the eligible temporary employees to apply for permanent appointment in the subordinate cadre and in response to the said settlement, the workman applied to the bank and he was duly interviewed by the Interview Committee of the bank and was empanelled and the panel prepared in pursuance to the said settlements stood lapsed on 31-03-1997 and therefore, no person named in the said panel can be considered by the bank for permanent absorption in the services of the bank and the workman having chosen to be governed by various settlements, he has no right to raise the dispute again for appointment, after expiry of the waiting list and continuance of the temporary employees would have been in violation of the terms of the settlements, attracting penal provisions,

under the Act and rules made thereunder and it is well settled by the Hon'ble Apex Court that temporary employees cannot claim permanent absorption in the bank, after expiry of panel of eligible temporary candidate prepared by the bank and mere inclusion of the candidate's name in the panel does not confer any right for appointment and as the workman was appointed temporarily by the Branch Manager, who had no authority to appoint any person on permanent basis and his initial appointment was irregular and impermissible under the service rule, the relief as prayed for by the workman cannot be granted and as the initial engagement of the workman was on temporary basis and the purpose for which he was engaged was completed, termination of his services was inevitable and the mere fact that he worked for 240 days in a year would not be sufficient to grant reinstatement, continuity in service and back wages. It was also pleaded by the Party No.1 that the services of the workman were terminated on or about 22-08-1998 and he filed reference case No. 39/99 along with other workmen, but his termination order was revoked to avoid any possible violation of the provisions of section 33 of the Act and after following due procedure of the law and payment of due compensation of Rs. 31,928 on 30-08-2003, the services of the workman were terminated and intimation in this regard was sent to the concerned government and the services of the workman were not terminated in view of the orders passed in reference case No. 39/99 by wrongly interpreting the order passed in the said reference and one of the reasons for terminating the services of the workman was the lapse of the waiting list and the workman was not appointed by adopting the appointment procedure applicable to the bank, against any permanent vacant post on 01-01-1996 and his appointment was on temporary basis and not on the basis of interview and selection list and his services were terminated amongst other reasons, due to his appointment being on purely temporary basis, lapse of waiting list, avoiding possible violation of provisions of section 33 of the Act and each branch of the bank is treated as separate entity and as such, provisions of section 25-N are not applicable to it and except the workman, there being no other temporary employee in the branch, the publication of seniority list doesn't arise and juniors to the workman were not allowed to continue in service and as the order of termination of the services of the workman is as per law, he is not entitled for any relief.

4. Both the parties, besides placing reliance on documentary evidence, have led oral evidence in support of their claims. The workman has examined himself as a witness on his behalf. One Daulat Ninaji Sardar, an officer of the Bank was examined as a witness on behalf of the Party No.1.

In his examination-in-chief, which is on affidavit, the workman has reiterated the facts mentioned in the statement of claim. However, in his cross-examination, he has admitted

that initially he was appointed by the branch manager and he has not mentioned in the petition that he was interviewed on 10-02-92 and was appointed on monthly salary basis and he has also not mentioned that in view of the interview dated 10-02-92, he was appointed. The workman has also admitted that he did not receive any written order of appointment mentioning salary etc. and he has not filed any order regarding his appointment on 01-01-1996. He has also admitted that he received the letter of termination of his services along with a cheque of Rs. 31,928 toward compensation and notice pay and he has placed any order dated 21-08-97 or any certificate of the management appointing him on permanent post and no appointment order was given to him.

5. The witness examined on behalf of the Party No.1, in his examination-in-chief, which is on affidavit has reiterated the facts mentioned in the written statement. The evidence of this witness that the services of the workman were discontinued as his services were no more required and that the services of the workman were terminated after following due process of law has not been challenged in the cross-examination.

6. From the materials on record, it is found that the Party No.1 has not denied that the workman was working with it from 01-03-96 till 30-08-2003. According to the workman, he was appointed by the bank against permanent vacancy, whereas according to Party No.1 the workman was engaged purely on temporary daily wages basis by oral orders, by the branch manager, who had no authority to appoint any person on permanent basis. Hence, it is to be consider as to whether the workman was appointed against permanent post or he was appointed temporarily on daily wages basis.

7. At the time of argument, it was submitted by the learned advocate for the workman that the workman was appointed by the bank as a messenger/peon on 01-01-96 and he completed 240 days of service in every calendar year and had acquired the status of permanent employee and instead of making him permanent, the bank terminated his services on 22-08-98, so reference case no. 39/99 was filed and during the pendency of said reference, the bank withdrew the termination order of the workman and reinstated him in service with continuity and one of the grounds of termination of services of the workman on 30-08-2003 is the lapse of waiting list and as the workman was not a party to the settlement and at the time of appointment of the workman, the bank had not informed him about the existence of said settlement, the lapse of the waiting list on 31-03-97 had nothing to do with the termination of service on 30-08-2003, as such, the reasons given in the termination order are totally false and continuing the employee on daily wages bias without granting permanency for years together is nothing but unfair labour practice and the provisions of the Act as per Section 25-N has not been complied with and the Hon'ble

Apex Court in the decision reported in 2009 III CLR-62 (MSRTC Vs. Casteribe Rajya P. Karmachari Sangathan) have held that standing orders are applicable for recruitment of class-IV employees and the case reported in 2006 II CLR-261 (State of Karnataka Vs. Umadevi) is not applicable in the matter of Industrial Dispute and as such, the workman is entitled for reinstatement in service with continuity and back wages.

8. On the other hand, it was submitted by the learned advocate for Party No. 1 that the workman was engaged on temporary basis on daily wages as per the oral orders of the branch manager, who had no authority to appoint any person on permanent basis and the workman had been paid retrenchment compensation as per rules, so the workman is not entitled reinstatement in service. In support of such contention, reliance has been placed on the decisions reported in AIR 1997 SC page 3657 (Himanshu Kumar Vidyarthi Vs. State of Bihar), 1997 LIC-2913 (Syndicate Bank Vs. Shankar Paul), 2007 SCC (L & S)-163 (State of UP Vs. Deshraj), 2006 SCC (L & S) 434 (MP State Agro-Industrial Devp. Corpn. Vs. S.C. Pandey), 2006 SCC (L & S)-753 (Secretary State of Karnataka and others Vs. Umadevi), 2009 LIC-1731 (State of Karnataka Vs. G.B. Chandrashaker) and many others.

Keeping in view, the principles enunciated by the Hon'ble Apex Court in the decisions cited by the learned advocates for the parties, the present case at hand is to be considered.

9. Perused the record including the statement of claim, written statement, oral and documentary evidence adduced by the parties and the written notes of arguments. Though the workman in the statement of claim has mentioned that he joined his duties as messenger/Peon as per order of appointment dated 1-1-96, he has not filed any such appointment order. In his evidence also, he has admitted that no such appointment order was given to him. The workman has filed number of documents in support of his appointment in the bank. The documents filed by the workman show that he was engaged as a temporary messenger and not on permanent basis. The workman has also admitted that he was appointed by the branch manager. There is nothing on record to show that the workman was appointed by following due procedure of appointment applicable to the bank. So it is clear from the evidence that the workman was working on casual basis as a temporary messenger. As it is well settled by the Hon'ble Apex Court in a number of decisions that a temporary workman who is not appointed, in accordance with the terms of the relevant rules, he has no right to claim regular appointment and if the appointment is on casual basis, the same would come to an end when it is discontinued and similarly a temporary employee has no right to claim to be made permanent and on expiry of the term of his appointment, he is not entitled for reinstatement in service.

In this case it is also clear from the evidence on record that the services of the workman were terminated for the reasons that his services is no more required, his appointment was found to be impermissible and in violation of various settlements and as per the instructions of Government of India not to employ such employee, besides lapse of the panel of temporary employment on 31-3-97 and order of CGIT in reference case no. 39/99. It is also found that at the time of the termination of the services of the workman, retrenchment compensation and one month's pay amounting to Rs. 31,928 was given to him. Hence the termination of the services of the workman cannot be said to be illegal or unjustified. Hence it is ordered :

ORDER

The action of the management of State Bank of India through the Assistant General Manager, Region V, Regional Office, Nagpur and Asstt. General Manager, Amravati (MS) in terminating the services of the workman Shri Prakash Janraoji Pohankar, Ex. Messenger. w.e.f. 30-8-2003 is legal, proper and justified. The workman is not entitled to any relief.

J.P. CHAND, Presiding Officer

नई दिल्ली, 26 जुलाई, 2011

का.आ. 2235.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार युनाइटेड बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 13/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2011 को प्राप्त हुआ था।

[सं. एल-12012/196/2004-आईआर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 26th July, 2011

S.O. 2235.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 13 of 2005) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure, in the Industrial Dispute between the management of United Bank of India and their workmen, received by the Central Government on 21-7-2011.

[No. L-12012/196/2004-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, BHUBANESWAR

Present : Shri J. Srivastava, Presiding Officer, C.G.I.T.-cum-Labour Court, Bhubaneswar.

Industrial Dispute Case No. 13/2005

Date of Passing Award - 30th June, 2011

Between :

The Management of the Chief Regional Manager,
United Bank of India, Orissa I Region, Plot No. A/88,
Kalpana Area, Bhubaneswar, Orissa -751 014

...1st Party-Management

(And)

Their workmen represented through the
Secretary, United Bank of India Employees' Association,
Orissa State Committee, C/o. United Bank of India,
Nayasarak, Cuttack - 753 002

...2nd Party-Union.

APPEARANCES:

None: For the 1st Party-Management.

None: For the 2nd Party-Union.

AWARD

An industrial dispute between the employers in relation to the management of United Bank of India and their workmen has been referred to this Industrial Tribunal-cum-Labour Court by the Government of India in the Ministry of Labour vide their letter No. L-12012/196/2004-IR (B-II), dated 20-4-2005 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947.

2. The dispute as referred is quoted below :

"Whether the action of the management of United Bank of India, Regional Office, Bhubaneswar in not considering the seniority of Shri Ganeswar Acharya, Sri Bholanath Naik, Sri Kunja Bihari Jena, Sri Niranjana Singh, Sri Susil Ch. Rana, Sri Gourahari Khuntia and Sri Ashwini Kumar Behera from the date of granting them financial benefits as per their seniority in the grades instead of their date of joining as was done in the case of Shri B.C. Jena, is legal and justified? If not what relief the workmen are entitled to?"

3. The Union espousing the cause of the disputant workmen has stated in its statement of claim that the disputant workmen along with two others were promoted from subordinate staff (Class-IV) cadre to the clerical cadre being declared successful in the Common Promotion Test. The Management issued assignment letter dated 28-2-1983 incorporating terms and conditions as per Annexure-A series and also issued posting orders to all of them on 15-6-1983. All the promotee subordinate staffs were working in various branches/offices under the control of the Bank. They have to report at the new place of posting. They can only join their new place of posting after the Management had relieved them from their existing places. They were relieved on different dates by Managers of their respective branches and thereafter they reported at new places on

different dates. The Management adhering to the principle of equity has fixed pay and allowances from a common date i.e. 14-10-1982, but the Management contended that their seniority in clerical cadre will be counted from the date of their actual joining. In I.D. case No. 372/2001 similar question was involved and it was decided in that case after adjudication of the matter that the date of seniority is to be reckoned from 23-12-1982 for the purpose of assignment of duties of Computer Operators to one Shri B.C. Jena who was promoted along with the petitioner. In clerical cadre the date of joining is adopted as the basis of seniority in future promotions. Seniority is to be taken as one of the criteria which bears two marks for one year. The Management has attempted to deprive the benefit of seniority recognizing the date of joining of the disputant workmen. Therefore prayer has been made to issue direction to the 1st Party-Management for recognizing the date of seniority with effect from 14-10-1982.

4. The 1st Party-Management, in its reply, has stated that the letter of offer of promotion provided that seniority of said employees in clerical grade would be taken into account from the date of their actual joining. It has been provided in that letter that the designation, duties and initial place of posting will be intimated to the promotee clerks in due course. The said employees on promotion were posted to different branches vide office order No. 21 dated 15-6-1983 and it was mentioned that their seniority is to be reckoned from the date of actual joining. Hence there is no question of re-fixation of seniority as claimed by the 2nd party-Union. The award given in I.D. case No. 372/2001 has no relevance in the present dispute as the terms of reference in the two cases happen to be different.

5. On the pleadings of the parties following issues were framed :

ISSUES

1. Whether the management was justified in not giving the seniority to the workmen Shri Ganeswar Acharya, Shri Bholanath Naik, Shri Kunja Bihari Jena, Shri Niranjana Singh, Shri Susil Ch. Rana, Shri Gourahari Khuntia and Shri Ashwini Kumar Behera from the date of giving financial benefit of the promotional post ?
2. Whether the case of Shri B.C. Jena is comparable with that of the case of the workmen?
3. If not, to what relief the workmen are entitled?

6. From the side of the 2nd Party-Union two witnesses namely Shri B.K. Praharaj and Shri G. Acharya were produced as W.W.-1 and W.W.-2 respectively and six documents were proved and marked as Ext.-1 to Ext.-6

7. The 1st Party-Management has failed to examine any witness, but has filed photostat copies of certain papers which have not been proved in evidence.

FINDINGS

ISSUE NO.1 & 2

8. Since both the issues are interdependent they are taken together. Admittedly nine persons named in the schedule of the reference were promoted from subordinate staff (Class-IV) cadre to clerical cadre being successful in Common Promotion Test. The 1st Party-Management issued assignment letter dated 28-2-1983 mentioning therein that their designation, duties and initial place of posting will be intimated in due course and their seniority in the clerical grade will be taken into account from the date of their actual joining. The promoted subordinate staff could join their new place of posting after the 1st Party-Management relieved them from their existing place of posting. Since they were relieved on different dates, they could join their new place of posting on different dates. However the 1st Party-Management adhering to the principles of equity has fixed the pay and allowances of the promoted subordinate staff from a common date i.e. from 14-10-1982 while their seniority in the clerical cadre was fixed from the date of their actual joining.

9. It has been pleaded on behalf of the 2nd Party-Union that the date of joining at the new place of posting cannot be taken as the criterion for fixing their seniority as it was not in their hands to join there before being relieved by the 1st Party-Management from their post of subordinate staff cadre and when they were relieved, they joined the new place of posting in clerical cadre. They have relied upon the award of this Tribunal given in I.D. Case No. 372/2001 in which one of the co-workmen Shri B.C. Jena promoted in clerical cadre was given seniority from the date of offer of promotion in clerical cadre i.e. from 14-10-1982 though he joined his new place of posting after being relieved from his earlier post on 22-6-1983. The reason given behind this proposition was that if he could have been relieved, he could have joined on the same date at the new place of posting in order to get his seniority in the clerical cadre. Admittedly there was no negligence on the part of Shri Jena to join at his new place of posting. When the salary of the promotional post was given to Shri Jena from 14-10-1982 i.e. the date mentioned in the letter of offer of appointment, his seniority is to be fixed from 14-10-1982 and not from the date of joining. Accordingly the Tribunal directed the Management that his seniority should be counted and fixed from 14-10-1982 over and above the employees involved in that case.

10. In my view the question of fixing seniority of the disputant workmen from the date of allowing them the salary of the promotional post i.e. from 14-10-1982 is equally involved in the present case as the facts are some what similar. Therefore in face of the award of I.D. case No. 372/2001 the benefit given to Shri B.C. Jena who was one of the promotee

subordinate staff with the disputant workmen is also extendable to other promotee subordinate staffs. The same cannot be denied to them which was earlier allowed to their colleague Shri B.C. Jena. No fault or negligence on the part of the disputant workmen can be assigned in joining their new place of posting earlier after being promoted to the clerical cadre. They could only join when they were relieved by their respective Branch Managers. As such the case of Shri B.C. Jena is comparable with the case of the present workmen and they are entitled to the same benefit. Thus the action of the 1st Party-Management in not giving the seniority to the disputant workmen, namely, Shri Ganeswar Acharya, Shri Bholanath Naik, Shri Kunja Bihari Jena, Shri Niranjan Singh, Shri Susil Ch. Rana, Shri Gourahari Khuntia and Shri Ashwini Kumar Behera from the date of granting them financial benefit of the promotional post cannot be held to be justified. Hence both the issues are decided and answered in favour of all the above workmen of the 2nd Party-Union and against the 1st Party-Management.

ISSUE NO. 3

11. In view of the findings given in Issue No.1 the disputant workmen are entitled to get the seniority from a common date i.e. from 14-10-1982 from which they were allowed salary and financial benefit of the promotional post. The 1st Party Management is accordingly directed to reckon their seniority from 14-10-1992, but according to the merit in the Common Promotional Test.

12. The reference is answered accordingly.

Dicated & Co. dated by me.

J. SRIVASTAVA, Presiding Officer

नई दिल्ली, 26 जुलाई, 2011

का.आ. 2236.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलौर के पंचाट (संदर्भ संख्या 15/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-7-2011 को प्राप्त हुआ था।

[सं. एल-12012/179/2003-आईआर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 26th July, 2011

S.O. 2236.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 15/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workmen, received by the Central Government on 25-7-2011.

[No. L-12012/179/2003-IR (B-1)]

RAMESH SINGH, Desk Officer

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE

Dated: 11th July 2011

Present : Shri S.N. NAVALGUND, Presiding Officer

C.R.No. 15/2004

I Party

Shri R. Thimmaraj,
 No. 16, Muthyalam Koil,
 G Street, Seepings Road
 Cross.
 Bangalore-560001

II Party

The General Manager,
 State Bank of India,
 No.48, Church Street,
 Bangalore-560001

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub section 2A of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) has referred this dispute vide order No. L-12012/179/2003-IR(B-I) dated 26-02-2004 for adjudication on the following Schedule :

SCHEDULE

"Whether the action of the management of State Bank of India is justified in terminating the services of Shri R.Thimmaraj, Temporary Sub Staff w.e.f. 27-04-2000? If, not to what relief he is entitled?"

2. After the receipt of the reference from the Central Government, pursuant to the notices issued by this tribunal the first party and the second party entered their appearance through advocates and the first party filed his claim statement dated 14-05-2004 and the second party filed its counter statement dated 22-12-2004 through its Chief Manager (P&HRD). It is submitted in the claim statement filed by the first party that his representation raising the dispute in claiming appointment on permanent basis is based on the lines of the advertisement dated 01-08-1988 published in Decan Herald by the Personnel Manager, State Bank of India management in line with Clause 5 of the agreement dated 17-11-1987 entered between the State Bank of India and All India State Bank of India Staff Federation and that the second party contention that each branch/office is to be treated as one establishment and temporary service put in at a branch/office alone will be reckoned for the purpose, establishes a clear deviation from the paper advertisement which reads as "Eligible category of temporary employees" 240 days of temporary service in a calendar year or 270 days of temporary service in a block or 36 calendar months or 30 days of service in a calendar year of 70 days in any block of 36 calendar months after 1-07-1975 and up to 31-07-1988 at "anyone or more branches/offices under a module (Regional Office) as existing/defined as on 31st July 1988 exhibit (1) enclosed". It is further stated that he having completed 114 days of temporary service in 3 branches namely Richards Town, Kacharakanahalli and J.C. Road branch between the period 12-11-1984 to

28-04-1987 he is eligible to be appointed on permanent basis and that in this connection he has submitted an application-cum-declaration on 28-03-1995 furnishing the entire details. Thus he has claimed that his candidature for a permanent appointment needs to be considered on the basis of his temporary service of 114 days in three different branches and out of the total absorption made there are 30 persons having put in service of 114 days to 90 days of service so his absorption should be at par with the similar category of similar seniority.

3. It is contended in the counter statement filed by the second party that the bank has been engaging temporary employees especially in the sub staff to work on daily wages in leave/casual vacancies of messengers and as there was a long standing demand from the Association of All India Bank Employees Federation that these temporary employees should be considered for absorption in permanent vacancies, after a great amount of discussion a bipartite settlement dated 17-11-1987 was entered into and the same was subsequently modified by another agreement dated 16-07-1988 under which all eligible temporary employees were to be given a chance for being considered for permanent absorption subject to the terms and conditions contained in the said agreement categorising them into 3 categories viz: (a) Those who have completed 240 days temporary service in any continuous block of 12 calendar months or less during the period 01-07-1975 to 31-7-1988, (b) those who have completed 270 days temporary service in any continuous block of 36 calendar months during the period 1-07-1975 to 31-07-1988 and (c) those who have completed a minimum of 30 days aggregate temporary service in any calendar year after 1-07-1975 or a minimum of 70 days aggregate temporary service in any continuous block of 36 calendar months during the period 01-07-1975 to 31-07-1988. It is further contended that the aforesaid aggregate temporary services of 270 days, 240 days, 70 days or 30 days should have been put in by a daily wage at any one or more of the offices. It is further contended that candidates will be appointed in full time or part time positions and they will be treated as new entrants and will not be entitled for any back wages or difference between the wages payable to regular temporary employees and adhoc/fixed remuneration paid to them or any other attendant benefits and their appointment will be effective from the date they take up their permanent appointment.

4. It is further contended the first party was placed in the list "C" category according to his seniority which is determined according to the number to his seniority which is determined according to the number of days of work done during the relevant period from 1-7-1975 to 31-7-1988 and that the employees falling in A, B & C list were absorbed in that order in the vacancies arising up to December 1994 until the lapse of the panel in March 1997 and though the cut off date was March 1997 the panel was kept alive up to December 1997. It is further contended the employees listed were absorbed according to the seniority against the vacancies that arose up to December 1997 and

the employees who have put in 90 days service was the last employee to be absorbed. It is also denied in the counter statement relaxing some conditions for few employees side lining the first party being absorbed. It is also contended the first party being not in the service of the bank as of now in any capacity temporary or otherwise the question of continuing his service in the bank does not arise and there being no vacancies in the bank it is not possible to absorb him.

5. It is also contended in the counter statement that the first party had filed Writ Petition No.13041/2000 on the file of the Hon'ble High Court of Karnataka and same came to be disposed of with observation that the bank can consider the case of the first party for absorption in case if the vacancies that may be created from 1997 till 5-9-2000 and in pursuance to the said order the bank has examined the case and considered and found that there are no vacancies arose as per the observations of the Hon'ble High Court and an endorsement was issued to the complainant under letter No. PER & HRD: 5440/276 dated 18th December 2000 and aggrieved by that endorsement the first party filed contempt petition before the Hon'ble High Court of Karnataka and aggrieved by that the bank filed SLA before the Hon'ble Supreme Court of India in SLA No.13095-13097/2001 wherein their lordships dismissed the case in favour of the bank. It is further contended that the Hon'ble High Court of Karnataka in Writ Appeal No. 6290/2000 held that if an employee is found to be eligible as per the scheme is entitled for absorption in the permanent vacancy and if an employee is found ineligible to be appointed as per the scheme in the permanent vacancy the question of absorbing him for future vacancy does not arise. Thus it is contended the case having been reached finally before the High Court of law this reference deserves to be dismissed.

6. With the above pleadings when the second party was called upon to adduce evidence, initially the affidavit of Shri K.A. Ganapathi, Chief Manager (P & HRD) State Bank of India, Zonal Office, Bangalore was filed on 19-11-2005 and later since he could not be produced for cross examination giving up his affidavit a fresh affidavit of Shri Vadiraj P Bhat, Dy. Manager (P & HRD), Zonal Office, Bangalore came to be filed on 14-02-2006 and through him the copies of settlement dated 17-11-1987 and 16-7-1988 between the Subordinate Temporary staff & the second party bank got marked as Ex.M1 and M2 and he is subjected to cross examination by the counsel for the first party. Inter alia the first party workman while filing his affidavit and examining himself on oath as WW1 got marked Ex.W1 to W22 details of which are narrated in the annexure(Ex.W1 to W12 have been got marked during the cross examination of MW1, whereas Ex.W13 to W22 have been got marked in the examination chief of WW1 dated 4-1-2007.

7. With the above pleadings oral and documentary evidence the learned advocates appearing for both sides have submitted their written arguments and also their oral arguments.

8. At the outset I may say the reference is not happily worded and there are no clear pleadings as to the dispute but on going through the pleadings in entirety of both the sides one thing is clear both sides have understood the dispute being in respect of refusal of the second party to absorb the first party who worked as temporary employee on daily wages in leave/casual vacancies of messengers in terms of the settlement between the Subordinate temporary employees and the Second Party management dated 17-11-1987 and 16-7-1988 copies of which have been produced at Ex.M1 and M2 respectively.

9. The second party which mentions in its counter statement the first party having filed Writ Petition No.13041/2000 on the file of Hon'ble High Court of Karnataka and the same being disposed off with the observation that the bank can consider the case of the first party for absorption in case if the vacancies that may be created from 1997 till 5-9-2000 and aggrieved by the endorsement given by the bank pursuance to that order the first party filed contempt petition before the Hon'ble High Court of Karnataka and aggrieved by that the bank filed SLA before the Hon'ble Supreme Court of India in SLA No. 13095-13097/2001 and there the Supreme Court held in favour of the bank, failed to produce documents to substantiate the same and on the other hand the undisputed documentary evidence produced by the first party at Ex.W13 and W11 discloses that the first party filed Writ Petition No.13640/2000(S-REG) on the file of Hon'ble High Court of Karnataka and that writ petition came to be disposed off on 29-8-2000 observing that the Petitioner (first party) is not able to show under what law his services is required to be absorbed with further direction to the effect that if the Petitioner (first party) makes any representation seeking for regularization to the Respondent Bank it may consider the same in accordance with law and pursuance to this order the bank issued an endorsement dated 18-12-2000 to the effect that as directed by the Hon'ble High Court of Karnataka they considered his candidature for appointment and as no vacancies arose after 1997 they are unable to absorb him in the services of the bank. Of course there is no material on record whether the first party made any representation seeking for regularization to the Respondent Bank as directed in the Writ Petition but Ex. M 11 clearly indicates that the bank issued him intimation referred by me above (Ex.W11) same being issued pursuance to the order passed in the said Writ Petition No. 13640/2000.

10. Since the first party claims absorption in the services of the second party bank as Messenger having served as a temporary sub staff pursuance to the settlement between Subordinate temporary staff, and the second party Bank and there being no dispute the first party being served in the branches of the second party as a temporary employee against the leave/causal vacancy and as it is contended he has worked only for 54 days and the last temporary employee absorbed being the workman who worked for 90 days he could not be absorbed the principles or ratio laid down in the case of Secretary, State of Karnataka and Others V/s Umadevi and others reported in (2006) 4

Supreme Court Cases 1 cited by learned counsel for Second Party has no bearing to the facts of this case. In other words the dispute between the parties resolved to a short point whether the first party worked for a period of 54 days as contended by the second party or for a period of 114 days as contended by him during the relevant period between 1-7-1975 to 31-7-1988.

11. MW1 who has been examined on behalf of the second party to substantiate its case did not produce any documentary evidence to substantiate that the period worked by the first party being only 54 days and the management through him rest contended by getting exhibited the copies of settlement dated 17-11-1987 and 16-7-1988 as Ex. M1 & M2. On the other hand when in his cross examination he was confronted with certificates issued in favour of first party by the Branch Managers of the second party bank dated 31-3-1986, 13-3-1995, 11-1-1988, 27-4-1994, 14-3-1995, 16-11-1995, 21-1-1998, 28-12-1999, 31-12-1999 and 1-9-2004 he admitted their contents being correct and same have been marked as Ex.W1 to W10 respectively. In other words the correctness of the certificates issued in favour of the first party by different branches of the second party bank produced at Ex. W1 to W10 being admitted by the second party only witness examined as MW1 they are binding on the second party. Since the certificates at Ex. W4 to W10 are pertaining to the period subsequent to 31-7-1988 they are not relevant and only the certificates at Ex. W1, W2 & W3 being in relation to the period between 1-7-1975 to 31-7-1988 they alone are relevant. Ex.W1 is a certificate issued by the Branch Manager, Richards Town branch of Second party bank dated 31-3-1986 wherein it has been certified the first party having worked as a temporary messenger in that branch for a period of 37 days during October and November, 1985. Ex.W2 is a certificate issued by the branch Manager, J.E Road Branch of the second party bank wherein it is certified the first party having worked for 15 days in September 1986, 20 days in October 1986, 19 days in November 1986 and 6 days in December 1986 totaling for a period of 60 days. Though this certificate is dated 13-3-1995 this being in respect of the days worked by the first party for the month of September, October, November and December 1986 this has to be taken into consideration in favour of the first party. Ex.W3 is a certificate issued by the Branch Manager, Kacharakanahalli branch of the second party bank wherein it has been certified that the first party having worked in that branch for 17 days from 29-11-1984 to 30-11-1984, 13-4-1987 to 28-4-1987 as temporary messenger. Thus Ex.W1, W2 and W3 disclosed the first party having worked as temporary messenger for a period of 37 days during October and November 1985 at Richards Town branch, 60 days in JC Road branch during September, October, November and December 1986 and for a period of 17 days from 29-11-1984 to 30-11-1984, 13-4-1987 to 28-4-1987 and thus as per Ex.W1 to W3 he has worked for a period of 114 days as contended by him during the relevant period between 1-7-1975 to 31-7-1988. MW1 who has categorically admitted the correctness of Ex.W1

to W10 as well as the first party having worked for 114 days during the relevant period, volunteers that period of 60 days being not taken for consideration as the same were served as a daily wage. In other words he means to say that the period served as a daily wage is not available to the first party. But with due respect to him it is quite against the specific statement made in the counter statement at para 3 wherein it has been categorically stated that the bank has been engaging temporary employees especially in the sub staff to work on daily wages (underlining is mine) in the leave/casual vacancies of messengers and as there was a long standing demand from the Association of All India Bank Employees Federation that these temporary employees should be considered for absorption in permanent vacancies and after a great amount of discussion the Bipartite Settlement dated 17-11-1987 and 16-7-1988 came to be entered into. Therefore, only because in Ex.W2 it is stated (marked) that he/first party was engaged on daily wage basis it cannot be taken to account has no substance. Since it has been categorically stated in the Counter Statement and the affidavit of MW1 that the employees' who had put in 90 days service being the last to be absorbed before the panel lapses, the first party having proved that he put in 114 days of service he was entitled for absorption in terms of the settlement copies of which are produced at Ex.M1 and M2 respectively. Under the circumstances refusal of absorption of the first party by the second party being unjustified terminating his services w.e.f. 27-04-2000 is not justified.

12. In the result, I arrived at the conclusion that the action of the management of State Bank of India in terminating the services of the first party w.e.f. 27-04-2000 is not justified. Since it is the case of the second party that the temporary sub staff have been absorbed in terms of the settlement dated 17-11-1987 and 16-07-1988 categorising into three categories as a, b, c in order of the seniority of days served by them the first party is entitle to be absorbed as a last man in the list who have served for a period of 114 days and back wages from the said date with all consequential benefits that he would have been received if his services had been absorbed on that day. Accordingly I pass the following award:

AWARD

The reference is allowed holding that the action of the management in terminating the services of the first party w.e.f. 27-04-2000 is not justified and that the first party is entitle for absorption as a last man amongst those who have been absorbed having put in service of 114 days as temporary sub staff. He is also entitle for back wages from such date of absorption fixed by the second party with all other consequential benefits that he would have received in the event of his absorption on that day. The second party has to work out and carry out the award within two months from the date of Gazette publication of the award by issuing him absorption order and pay the arrears and in default to comply within the stipulated period, accrued arrears would be payable with interest @ 8% per annum.

(Dictated to PA transcribed by her corrected and signed by me on 11-07-2011)

S.N. NAVALGUND, Presiding Officer

Annexure: CR 15/2004

List of witnesses examined for the management/Second party

1. Shri K. A. Ganapathi, Chief Manager, (P&HRD) MW1
2. Shri Vadiraj P Bhat, Deputy General Manager MW2 (P&HRD), SBI, St. Marks Road, Bangalore

Documents exhibited for the Management

1. Copy of Settlement between the Subordinate temporary staff and the second party bank dated 17-11-1987. Ex.M1
2. Copy of Settlement between the Subordinate temporary staff and the second party bank dated 16-07-1988. Ex.M2

List of witness examined for first party/CSE

1. Shri R. Thimmaraj, first party WW1

Documents exhibited for the first party

1. Certificate dated 31-03-1986 issued by the branch Manager, Richards Town of the second party bank wherein it has been stated that the first party has worked as a temporary messenger for a period of 37 days' during October and November 1985. Ex.W1
2. Certificate issued by the branch Manager, J.C. Road Branch of the second party bank wherein it is certified the first party having worked for 15 days in September 1986, 20 days in October 1986, 19 days in November 1986 and 6 days in December 1986 totaling for a period of 60 days. Ex.W2
3. Certificate issued by the Branch Manager, Kacharakanahalli branch of the second party bank wherein it has been certified that the first party having worked in that branch for 17 days from 29-11-1984 to 30-11-1984, 13-04-1987 to 28-04-1987 as temporary messenger. Ex.W3
4. Certificate issued by the Asst. General Manager, St. Mark's Road branch of the second party bank certifying his temporary service from 1-04-1992 to 31-12-1992 and 1-06-1993 to 31-3-1994 (405 days). Ex.W4
5. Certificate issued by the Asst. General Manager, St Mark's Road branch of the second party bank certifying his temporary service from September 1994 to February 1995 (164 days). Ex.W5
6. Certificate issued by the Asst. General Manager, St. Mark's Road branch of the second party

bank certifying his temporary service from 1-03-1995 to 27-04-1995 (34 days).

7. Certificate issued by the Asst. General Manager, St. Mark's Road branch of the second party bank certifying his temporary service from October 1995 to August 1996 (196 days). Ex.W7
8. Certificate issued by the Branch Manager, Ulsoor branch of the second party bank certifying his temporary service from 27. 9.99 to 30-09-1999, 1-10-1999 to 15-10-1999 & 8-12-1999 to 17-12-1999 (25 days). Ex.W8
9. Certificate issued by the Branch Manager, Church Street branch of the second party bank certifying his temporary service from 08-05-1999 to 11-05-1999, 15-05-1999, 17-05-1999 to 31-05-1999 (20 days). Ex.W9
10. Certificate issued by the Asst. General Manager, Ulsoor branch of the second party bank certifying his temporary service from 31-01-2000 to 03-02-2000, 05-02-2000 to 29-02-2000, 01-03-2000 to 13-03-2000, 03-04-2000, 19-04-2000 to 29-04-2000 and 08-05-2000 to 31-05-2000 (60 days). Ex.W10
11. Letter issued by the Deputy General Manager, Church Street branch addressed to the first party regarding Writ Petition No. 13640/2000 filed by the first party regarding considering his candidature for appointment. Ex.W11
12. Xerox copy of Ex.W11. Ex.W12
13. Writ Petition No. 13640/2000(S-REG) filed by the first party before the Hon'ble High Court of Karnataka dated 29th August 2000. Ex.W13
14. Letter addressed to the Branch /Chief Manager dated 15th September 2000 by the Assistant General Manager regarding W.P.No. 13640-13643/2000. Ex.W14
15. Copy of Writ Petition No. 14812, 14813, 14815 & 14817/1985. Ex.W15
16. Letter issued by the Chief Manager (P&HR) regarding recruitment of permanent part time general attendants. Ex.W16
17. Letter issued by the Chief Manager (P&HR) regarding absorption of temporary employees. Ex.W17
18. Advertisement appeared in Decan herald news paper dated 1st August 1998 regarding, State Bank of India, Church Street, Bangalore settlement dated 17th November 1987. Ex.W18
19. Copy of application cum declaration signed by the first party dated 26-03-1995. Ex.W19
20. Interview letter issued by the Chief Manager, (P) to the first party dated 24-02-1995. Ex.W20
21. Copy of 'C' list of employees of the second party bank. Ex.W21
22. Copy of the Bipartite agreement dated 07-05-1991. Ex.W22

नई दिल्ली, 26 जुलाई, 2011

का.आ. 2237.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ महाराष्ट्र के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलौर के पंचाट (संदर्भ संख्या 52/2002 एवं 26/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2011 को प्राप्त हुआ था।

[सं. एल-12011/104/2002-आईआर (बी-II)]

[सं. एल-12011/274/2003-आईआर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 26th July, 2011

S.O. 2237.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 52/2002 & 26/2004) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Maharashtra and their workmen, which was received by the Central Government on 21-7-2011.

[No. L-12011/104/2002-IR (B-II)]

[No. L-12011/274/2003-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE**

Dated : 8th July 2011

PRESENT

Shri S.N. NAVALGUND, Presiding Officer

C.R. No. 26/2004

&

CR. No. 52/2002**I PARTY**

The General Secretary,
Bank of Maharashtra Karmachari
Sangh(South Zone),
No.71, Kumbhakonam Plots,
Opp. Gujarat Bhawan,
Hubli-580029
Karnataka State

II PARTY

The Regional Manager,
Bank of Maharashtra,
15, Police Station Road,
Basavangudi,
Bangalore- 560064

COMMON AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section(I) and sub-section 2A of Section 10 of the Industrial Disputes Act, 1947(14 of 1947) has referred these disputes vide order Nos.L-12011/274/2003-IR(B-II) dated 24-03-2004 & L-12011/104/2002-IR(B-II) dated 06-09-2002 for adjudication on the following Schedules :

SCHEDULE (CR No. 26/2004)

"Whether the action of the management of Bank of Maharashtra is justified in not including the temporary services as a part of probation period in respect of Shri S. Basavaraj, Clerk? If not, what relief the workman is entitled to?"

SCHEDULE (CR No.52/2002)

"Whether the action of the management of Bank of Maharashtra in not counting the temporary service rendered by Shri S.B. Vaidya, Clerk as part of the probation period is justified and legal? If not, what relief the concerned workman is entitled to?"

2. Both these references are taken up for disposal through this common award since both these disputes have been espoused by the Bank of Maharashtra Karmachari Sangh(South Zone) and eventually the workman in CR No.52/2002 himself is the General Secretary of Bank of Maharashtra, South Zone who himself has filed claim statements in both the references and has given evidence through his separate affidavits, as common point of dispute are involved in these references.

3. According to the claim statements filed in these references Shri S. Basavaraj (Workman in CR No. 26/2004) was appointed at Harihar Branch of the second party bank as a temporary sub staff for a period of two months w.e.f. 20-12-1973 against a permanent vacancy as one of the permanent staff namely Shri D. Devendrappa was transferred from Harihar branch to newly opened Davengere branch and his service was extended giving artificial breaks between 26-01-1974, 27-01-1974, 28-04-1974 to 02-05-1974, 02-06-1974 to 03-06-1974 and 04-08-1974 to 06-08-1974 and ultimately was taken on probation with effect from 01-10-1974 in terms of central office order No.AXI ST 11086 dated 20-09-1974 and was confirmed in the services of the bank from 01-04-1975 and that Shri S.B. Vaidya was appointed at Harihar Branch of the second party bank as a temporary clerk for a period of two months w.e.f. 15-11-1971 against a permanent vacancy of Shri A.S. Mannur who was transferred from that branch and his temporary service was extended after giving him artificial breaks on 16th to 18th January, 1972 and was taken on probation w.e.f. 19-01-1972 in terms of Central Office letter No.AXI ST/900 dated 28th January, 1972 and was confirmed in the services of the bank from 1st July, 1972. It is further claimed

in both these references that the second party with ulterior motive made artificial breaks in their services and said services has not been counted in the probationary period violating the provisions of Bipartite Settlement and the provisions of Sastri and Desai awards governing the service conditions of the bank employees 1966 as modified up-to-date. It is further stated as per Para 20.7 of the Bipartite Settlement 1966 "Probationer" means an employee who is provisionally employed to fill a permanent vacancy or post and has not been made permanent or confirmed and as per Para 20.8 of the Bipartite Settlement 1966 "a temporary" workman may also be appointed to fill a permanent vacancy provided that such temporary appointment shall not exceed a period of three months during which the bank shall make arrangements for filling up the vacancy permanently. If a temporary workman who is appointed to fill in a permanent vacancy is eventually selected for filling up the vacancy, the period of such temporary employment will be taken into account as part of probationary period. It is further stated in the claim statement filed in CR No.26/2004 that Shri S.Basavraj in this connection submitted his representation to the Divisional Manager, Staff and Industrial Relations Central Office Bank of Maharashtra Pune dated 20-3-1990 and the same was turned down by reply letter dated 31-05-1990 and that the union submitted a demand letter in this connection under its letter No.BMKS/0411/90 dated 11-04-1990 and that was also turned down by letter No.AX27/PERS/K-9347/90 dated 12-06-1990 as such the union raised this dispute before the Assistant Labour Commissioner(Central) KGF which resulted in failure and this reference. Whereas in CR No.52/02 it is stated, Shri S.B. Vaidya submitted his representation in this regard to the Divisional Manager, Staff and Industrial Relations, Central Office, Bank of Maharashtra, Pune by this letter dated 16th June, 1983 and the same was turned down by the bank through their letter dated 15th July, 1983 and that the union submitted a demand letter in this connection through its letter No. BMKS/444/83 dated 30-08-1983 for which no reply was received as such the union raised the dispute before the Assistant Labour Commissioner (Central), Mangalore and as the bank took a stand that there are several employees in a similar situation and they have approached the Central Labour Commissioner Bombay, the dispute was transferred for consolidation and again the union raised a fresh dispute through letter No.BMKS 0228/90 dated 28-02-1990 which resulted in failure and this reference.

4. In both the references photo type counter statement have been filed on behalf of the second party contending that the first part is not authorized to represent the workman who is no more in the services on account of retirement as there exists no relationship of employer and employee and that there being an inordinate unexplained delay in raising the dispute on that count also the references

are liable for rejection. It is also contended the claim of the first party that they worked as temporary staff before their confirmation is most unreasonable and the same cannot be considered and that they are desperately trying to mislead by mis-interpreting 'probationer' with that of 'temporary' and that they having accepted the offer of appointment without any protest they are not entitled for inclusion of their temporary services in the probationary period.

5. When both the cases came to be posted for evidence on behalf of the first party in both the cases the affidavit of Shri S.B.Vaidya in his capacity as General Secretary of the first party union came to be filed swearing to the facts alleged in their respective claim statement and he has been cross-examined by the second party counsel. Inter alia in both the references the separate affidavits of Shri P. Gopalkrishna Sharma, Sr. Manager, Bank of Maharashtra Regional Office, Bangalore have been filed swearing to the facts stated in the counter and he has been cross-examined by Shri S.B. Vaidya who has been prosecuting these two references in his capacity as General Secretary of first party union eventually who also happens to be a workman covered in CR No.52/2002.

6. In both the cases the claim made in the claim statement with regard to their temporary services before they were given regular appointments being not disputed either in the counter statement or in the evidence adduced before the Court, the claim that the workman covered in CR No.26/2004 worked as a temporary sub staff w.e.f. 20-12-1973 with breaks between 26-01-1974, 27-01-1974, 28-04-1974 to 02-05-1974, 02-06-1974 to 03-06-1974 and 04-08-1974 to 06-08-1974 and the workman covered in CR No.52/2002 worked w.e.f. 15-11-1971 with breaks on 16th to 18th January, 1972 has to be accepted. Only because both the workmen came to be retired before these references were received from the Central Government is no ground to say that there is no relationship of employee and employer between them and the second party as on the date of references, because the grievances sought to be redressed being in respect of the matters relating to their services. Since it is also not disputed that from 1990 they were pursuing to include their temporary services in their probationary period, it cannot also be said that there is a delay in raising these disputes. As defined in Para 20.7 of the Bipartite Settlement 1966 'probationer' being an employee who is provisionally employed to fill a permanent vacancy or post and has not been made permanent or confirmed and as per Para 20.8 of the Bipartite Settlement 'a temporary workman' may also be appointed to fill a permanent vacancy provided that such temporary appointment shall not exceed a period of three months during which the bank shall make arrangements for filling up the vacancy permanently and if a temporary workman who is appointed to fill in a permanent vacancy is eventually selected for filling up the vacancy, the period of such temporary employment shall have to be taken into account

as part of probationary period, there is all the force in the claim put forward by the first party union in respect of the workman covered in these references the refusal by the management not continuing their temporary service as part of the probationary period being unjustified and illegal. Similarly in both the cases their claims that they were taken as temporary sub staff in the places of transferred permanent sub staff and appointed in the same places being not in dispute, the Provisions of Para 20.7 and 20.8 of Bipartite Settlement 1966 are squarely applicable to them. As a general rule the temporary employment may not be counted and taken into account as part of probationary period but in view of the provisions contained in Para 20.8 of the Bipartite Settlement 1966, if a temporary workman who is appointed to fill in a permanent vacancy is eventually selected for filling up the vacancy, the period of temporary employment will have to be taken into account as part of probationary period the second party bank is not justified in not counting the temporary services of both these workmen as part of their probationary period.

7. In the result, I arrived at the conclusion that the action of the management of the Bank of Maharashtra in not counting the temporary services of these two workmen as part of probationary period is unjustified and illegal and the same shall have to be treated as probationary period and consequently they are also entitle to arrears of salary on that basis and also other benefits like Seniority, Bonus etc. which may be due to them on that foundation. In the result I pass the following common award:

COMMON AWARD

The references in CR No. 26/2004 & CR No.52/2002 are allowed holding the action of the management of Bank of Maharashtra is not justified in not including the temporary services of Shri S. Basavraj & Shri S.B. Vaidya, Clerks as part of their probationary periods and that they are entitled for inclusion of the same in their probationary periods with all consequential benefits. The original award shall be kept in CR No.26/2004 and its copy for reference in CR No.52/2002. (Dictated to PA transcribed by her corrected and signed by me on 8-7-2011)

S. N. NAVALGUND, Presiding Officer

ANNEXURE

CR NO.26/2004

List of witnesses examined by the management

1. Shri P.G. Sharma, Sr. Manager, Bank of Maharashtra Regional Office, Bangalore. MW1

Documents exhibited for the Management

Nil

List of witnesses examined by the first party/CSE.

1. Shri Suhas Vaidya, General Secretary, Bank of Maharashtra Karmachari Sangh (South Zone) WW1

List of Documents of 1st party/CSE marked in the Enquiry

1. Letter addressed to the Branch Manager dated 9-3-2004 by the first party. EX.W1
2. Circular issued to all branches/office of the bank by the Dy. General Manager (P) dated 1-6-2001 regarding inclusion of temporary service of a workman employee prior to appointment on probation in the bank's services against the permanent vacancy. EX.W2
3. Memorandum of Settlement dated 19-11-2003. EX.W3
4. Circular dated 02-01-2004 regarding benefit of merger of temporary services into the probation period. EX.W1
5. Memorandum of Settlement dated 20-02-2004 EX.W5

ANNEXURE:

CR No. 52/2002

List of witnesses examined by the management

1. Shri P.G. Sharma, Sr. Manager, Bank of Maharashtra Regional Office, Bangalore. MW1

Documents exhibited for the Management

Nil

List of witnesses examined by the first party/CSE.

1. Shri Suhas Vaidya, General Secretary, Bank of Maharashtra Karmachari Sangh (South Zone) WW1

List of Documents of 1st party/CSE marked in the Enquiry

1. Circular issued to all branches/office of the bank by the Dy. General Manager (P) dated 1-6-2001 regarding inclusion of temporary service of a workman employee prior to appointment on probation in the bank's services against the permanent vacancy. EX.W2
2. Memorandum of settlement dated 19-11-2003. EX.W3
3. Circular dated 2-1-2004 regarding benefit of merger of temporary services into the probation period. EX.W4
4. Memorandum of Settlement dated 20-2-2004 EX.W5

नई दिल्ली, 27 जुलाई, 2011

का.आ. 2238.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बदरपुर थर्मल पावर स्टेशन के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 25/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-7-2011 को प्राप्त हुआ था।

[सं. एल-42012/76/2008-आईआर (डी यू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 27th July, 2011

S.O. 2238.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 25/2009) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Badarpur Thermal Power Station and their workmen, which was received by the Central Government on 27-7-2011.

[No. L-42012/76/2008-IR (DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
No.1, KARKARDOOMA COURT, COMPLEX,
DELHI**

I. D. No.25/2009

Shri Umesh Kumar Mishra
S/o Shri S.N.Mishra,
R/o A-199, Type -A Quarters,
New Township, BTPS Colony,
Badarpur, New Delhi.

Workman

Versus

The General Manager,
Badarpur Thermal Power Station,
Badarpur, New Delhi.

Management

AWARD

Badarpur Thermal Power Station (hereinafter referred to as the Power Station) was owned by Government of India prior to 1-6-2006, but was being managed by National Thermal Power Corporation Limited (hereinafter referred to as the Corporation). The Corporation is a premier power generation company having expertise and strength in the

areas such as commissioning, operation and maintenance of power stations, generation and sale of electricity to bulk customers. The Corporation have several projects/power stations at various places in the country. The ownership of the Power Station was transferred to the Corporation by Government of India w.e.f. 1st of June, 2006. Thus the Power Station became one of such project/power stations which are being managed by the Corporation throughout the country.

2. In 1990 a club was established at the premises of the Power Station, to provide recreation and other welfare/ community services to its employees and officers. This club was later on renamed as the B.T.P.S. Club (hereinafter referred to as the Club). The Club opened a bank account in its own name with Badarpur branch of State Bank of India on 15-11-90. A hall known as Yugantar Hall was constructed and the Club was provided office space in that premises. Maintenance of that hall was handed over to the Club by the Power Station. In July, 2002 Shri Umesh Kumar Mishra (hereinafter referred to as the claimant) was engaged as car taker by the Club. He was paid a sum of Rs. 6000 PM as his wages by the Club. In September, 2007 wages were paid to the claimant in part by the Club and balance amount by a contractor. The claimant objected to that situation and asserted that his wages may be paid by the Club only. In December 2008, his services were dispensed with

3. The claimant raised an industrial dispute before the Conciliation Officer by way of filing a claim statement there on 11-2-2008. The Power Station filed its reply claiming that he was an employee of the Club. Conciliation proceedings failed and the Conciliation Officer submitted his failure report to the appropriate Government, as contemplated by sub section (4) of Section 12 of the Industrial Disputes Act, 1947 (in short the Act). On consideration of failure report the appropriate Government referred the dispute to this Tribunal for adjudication, vide order No.L-42012/47/76/2008-IR(DU) dated 6-2-2009 with the following terms:

“Whether the action of the management of the Badarpur Thermal Power Station, New Delhi in terminating the services of their workman Umesh Kumar Mishra w.e.f. January, 2008 is legal and justified? If not to what relief the workman is entitled to?”

4. A writ petition being WP(C) No.8531 of 2009 was filed by the Power Station assailing terms of reference. On 28th of April, 2009 counsel for the appropriate Government made a statement before the High Court making it clear that terms of reference, settled vide office memorandum No.L-42012/76/2008-IR(DU) dated 22nd of October, 2008, would be sent for adjudication. Accordingly, the High Court commanded the appropriate Government to substitute the terms of reference in pursuance of office memorandum

referred above. In compliance of missives, so given, the appropriate Government substituted terms of reference, vide its order No.L-42012/76/2008-IR(DU) New Delhi dated 20-5-2009, in following manner:

“Whether the applicant is an employee of B.T.P.S. or B.T.P.S. Club? Whether the action of management in terminating the services of Umesh Kumar Mishra w.e.f. September, 2007 is just fair and legal? If not to what relief the workman concerned is entitled to and from which date?”

5. A corrigendum was issued by the appropriate Government vide order No.L-42012/76/2008-IR(DU), New Delhi dated 29th of July, 2009, detailing therein that in terms of reference words and figures “September, 2007” may be substituted by words and figures “January, 2008”.

6. Claim statement was filed by the claimant pleading therein that no notice of writ petition was issued to him by the High Court. He asserts that no notice was received by the appropriate Government too and Shri Sewa Ram, Advocate, was not instructed by it to make a statement in the matter. According to him, statement was made by Shri Sewa Ram, without being authorised to do so, and term of reference were modified by the appropriate Government without providing an opportunity to him. He pleads that the Power Station is an industry within the purview of the Act and also a factory as defined by the Factories Act, 1948. The General Manager of the Power Station is an “occupier” within the meaning of Factories Act and an employer as defined under the Act. He was engaged as a caretaker of Yugantar Building by the Power Station in July, 2008 and assigned duties to look after maintenance of the said building, besides other clerical jobs. Besides job of looking after Yugantar Hall, he was assigned work of the Club which is owned, controlled and managed by the Power Station. Yugantar Hall is owned and controlled by the Power Station. Yugantar building and the premises where club is being run are part and parcel of the establishment of the Power Station. There is common management since the General Manager of the Power Station is ex officio patron of the Club who appoints members of the managing committee. Managing Committee of the Club was lastly constituted on 11-7-2006. Only regular employee(s) of the Power Station are eligible to become member(s) of the Managing Committee of the Club. The Club does not have its fixed assets and land, building, furniture, gadgets and other infrastructure are owned by the Power Station. The Club gets subsidy from the Power Station or the Corporation. Besides facilities like premises, furniture, equipment, accessories etc., building maintenance of the Club as well as other expenditure of Yugantar Hall is being done by the Power Station. Corporation gives money to the Club for payment of salary of its caretaker, for instance a cheque for a sum of Rs. 20000 was paid to the Club on 10-3-2006. 50% salary of

caretaker of the Club is paid out of the income of Yugantar Hall. Functional integrality also exists between the Power Station and the Club, for closer of the Power Station would result in closer of the Club also. Club is situated within the premises of the Power Station which fact highlight its geographical proximity. These facts would suggest that Yugantar Hall and premises where club runs its office are part and parcel of Power Station establishment.

7. The claimant details that he used to perform his duties regularly from 8 AM to 10 PM. On certain occasions, he had to stay on duty till 12 in night. No weekly off, compensatory off, gazetted holidays and restricted holidays were given to him. He was working like a bonded labour. Once he did not oblige an ex-director of the Corporation, who got Yugantar Hall booked for family get together but used it for marriage of third party. He had to pay a sum of Rs. 50000 on account of stand taken by him. This stand of the claimant generated annoyance on the part of the officials of the Power Station. He was threatened to be sent out of the job. When he put forward his legitimate grievances for payment of full scale pay, over-time allowance, holidays, statutory benefits like provident fund and gratuity etc., the officers of the Power Station hatched a conspiracy to dismiss him. In September, 2007, Power Station stopped payment of his wages. From January, 2008, he was deprived of his duties in an illegal manner. He projects that Club is in reality an agency of the Power Station and like a veil in between him and the Power Station. He seeks reinstatement in service with continuity and full back wages.

8. Claim was demurred by the Power Station pleading therein that there exists no relationship of employer and employee between the parties. It has been asserted that the claimant was neither employed nor removed by the Power Station. He was an employee of the Club and as such the reference made by the appropriate Government is void and non-est. Claim is liable to be dismissed for non-joinder of the Club. Assertion of the claimant that there is a common management, functional integrality and proximity between the Club and the Power Station is unfounded. Power Station pleads that it is governed by recruitment rules in the matter of appointment of its employees. It can appoint an employee against a sanctioned post. It issues an appointment letter, gives an identity to its employees by providing I.D. number, when it recruits him/her, in pursuance of a well established recruitment process. The Power Station had established welfare associations and clubs etc. to provide recreation to its employees and their family members. The Club was established in the year 1990 to provide recreation facilities. It has its own bank account at Badarpur branch of State Bank of India since 15-11-90 and is managing its affairs. After construction of the Yugantar Hall in the year 2001-2002, the Club was allowed to use a portion of the said building as its office and for recreation activities.

Initially Power Station has allowed the Club to use and manage Yugantar Complex and to receive income generated from that hall, for maintenance of the Club and the complex. The Club was receiving booking amount of Yugantar Hall and to bear expenses for maintenance of the complex. For facilitating community services, Power Station has provided a quarter to the Club in B.T.P.S. Colony for its activities.

9. Power Station pleads that the Club was required to coordinate and ensure electrical repairs, cleaning of hall and white wash etc., after a function being organized in the hall. Since the claimant was appointed as caretaker by the Club, in that capacity he used to handle activities relating to booking and letting of Yugantar Hall by the Club. Since Power Station was initially a power plant owned by Government of India, an objection was raised by the auditor against booking of the said hall and receipt of income by the Club. Accordingly on the request of Power Station funds held by the Club, in respect of booking of Yugantar Hall were transferred by the Club to the Power Station. Thereafter the Power Station had started managing booking of the said hall and no role was played by the Club or the claimant in that matter. Space given to the Club for office and recreation activities was, however, not withdrawn and continued to be used by them. Circular and cheque relied by the claimant relate to the period when an objection was raised by the auditor. In case the Club was owned by the Power Station, there was no necessity for the former to return that amount to the latter. It demolishes the claim of functional integrality between the Club and the Power Station, as alleged by the claimant.

10. The Club is a separate, independent and distinct entity having no functional integrality with it, pleads the Power Station. Executive Body is constituted by the members of the Club itself, while President, General Secretary and Treasurer are nominated by the patron of the Club, out of its members only. Functioning of the Club is no where incidental or connected with the activities of the Power Station. Initially Club had engaged the claimant, whose services were subsequently taken by the Club through a contractor. Salary of the claimant from July, 2002 to August, 2007 was paid by the Club from its own saving bank account and from September, 2007 to December, 2007 it was paid by the contractor. After December, 2007, the claimant left services, refusing to accept salary from a contractor. It is not a statutory liability of the Power Station/Corporation to constitute the Club. Club is not dependent on funds provided by the Corporation/Power Station. Some non statutory financial grants, out of welfare funds, is provided to the Club by the Power Station.

11. The Power Station agitates that the claimant had made contumacious and derogatory allegations against Shri Sewa Ram, Advocate, and the appropriate Government. It has been claimed that this Tribunal has no jurisdiction

to entertain false allegations made by the claimant in respect of proceedings conducted before High Court of Delhi. It has been pleaded that the claimant was an employee of the Club, hence there was no occasion for him to make demand in respect of full scale pay, overtime allowance, provident fund, medical facility and gratuity etc. with the Power Station. It has been denied that the Club is in reality an agency of the Power Station. A claim has been made that facts asserted by the claimant are liable to be dismissed, being devoid of merits.

12. Claimant has examined himself, Shri Om Parkash, Nadim Ahmed Khan and Navneet Goel in support of his case. Shri Ajay Chandra and Shri J.R. Singla entered the witness box on behalf of the Power Station. No other witness was examined by either of the parties.

13. Arguments were heard at the bar. Shri Om Parkash, authorised representative, advanced arguments on behalf of the claimant. Shri S.K. Taneja, assisted by Shri Rajesh Mahendru, authorised representative, raised submissions on behalf of the Power Station. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:

14. There is no dispute that the Corporation is a premier power generation company having expertise and strength in area such as commissioning, operation and maintenance of power stations, generation and sale of electricity to bulk customers. Corporation has projects/power stations at various places throughout the country. One of those projects/power stations is located at Badarpur. Admittedly process of generation, transformation or transmitting power is being performed at the Power Station. The aforesaid activities are manufacturing process within the meaning of clause (k) of Section 2 of the Factories Act, 1948. Therefore, there cannot be a dispute that the Power Station falls within the ambit of definition of "factory" as defined by clause (n) of Section 2 of the said Act. Officer who manages affairs of the Power Station is clothed with all attributes of an occupier within the meaning of clause (n) of Section 2 of the Factories Act. Section 46 of the said Act casts an obligation, on an "occupier" who has ultimate control of affairs of a factory, to provide canteen confirming to the rules which may be prescribed in that behalf by the State Government. The statutory obligation which is on an employer is not absolved by the fact that rules may require management of canteen to be in the hands of a Cooperative Society. For sake of convenience it would be expedient to reproduce provisions of the said section which are extracted thus:

"46: Canteens

(1) The State Government may make rules requiring that in any specified factory wherein

more than two hundred and fifty workers are ordinarily employed, a canteen or canteens shall be provided and maintained by the occupier for the use of the workers.

- (2) Without prejudice to the generality of the foregoing power, such rules may provide for —
- (a) the date by which such canteen shall be provided;
 - (b) the standards in respect of construction, accommodation, furniture and other equipment of the canteen;
 - (c) the foodstuffs to be served therein and the charges which may be made therefore;
 - (d) the constitution of a managing committee for the canteen and representation of the workers in the management of the canteen;
 - (dd) the items of expenditure in the running of the canteen which are not to be taken into account in fixing the cost of foodstuffs and which shall be borne by the employer;
 - (e) the delegation to the Chief Inspector, subject to such conditions as may be prescribed of the power to make rules under clause (c).

15. In a factory where less than 250 employees are employed, no obligation is cast on the occupier to provide for a statutory canteen. It is not the case of the claimant that the Club was constituted by the Power Station to comply its statutory obligations contained in the section referred above. At no point of time Shri Om Parkash argued that there was a statutory obligation on the Power Station to provide a canteen. It is also not the case of the claimant that Power Station agreed to provide a Club to its employees by virtue of settlement in terms of the provisions of the Factories Act and it was an obligation on the part of the Power Station to maintain the Club, despite the fact that provisions of section 46 of the said Act were not applicable. Therefore, it is emerging over the record that no case has been projected on behalf of the claimant that provisions of section 46 of the Factories Act were applicable and the Club was constituted by the Power Station to discharge those obligation. Even otherwise it has not been projected that the Club was constituted in pursuance of a settlement arrived at between the Power Station and its employees under the provisions of Factories Act. Therefore, it is evident that it is nobody's case that the Club was constituted by the Power Station to discharge its obligation under the Factories Act. Consequently the claimant has not been able to establish

that Club was established/constituted to answer statutory obligation or those arising out of a settlement entered into between its employees and the Power Station. It is very clear that the Club was established as a welfare measure by the Power Station, to provide recreational activities to its employees and their families.

16. Claimant swears in his affidavit Ex.WW1/12 that he was engaged as a caretaker for Yugantar building at the Power Station in July, 2002. Duties of looking after maintenance of the said building, besides other clerical works, were assigned to him. Work of the Club, which was owned, controlled and maintained by the Power Station, was also assigned to him. He was performing upkeeping job of Yugantar building and Club premises from 8 AM to 5 PM, since he has to undertake maintenance activities of electrical, civil and other work. Thereafter, he has to perform work related to the Club from 5 PM to 10 PM. For these purposes he was allotted a quarter at the Power Station. He asserts that Yugantar building as well as premises where Club runs its office are owned and controlled by the Power Station, hence Club is part and parcel of the establishment. During course of his cross-examination he concedes that letter Ex.WW1/12 and Ex.WW1/13 were written by Nadim Ahmed Khan and Shri A.K.Goel respectively to the Assistant Commissioner, C.I.S.F., B.T.P.S., New Delhi, for grant of gate pass in his favour. He admits that these documents make it clear that he was engaged as a caretaker of the Club.

17. Shri Om Parkash unfolds that Club is a part and parcel of the Power Station. Club does not have a legal or juristic entity. Club is not registered at all with any authority. Power Station issues office orders to constitute managing committee of the Club. Building used by the Club, is owned by the Power Station. All infrastructures including furniture for office use as well as for various games belong to the Power Station. During course of his cross-examination he concedes that out of records he came to know that the claimant was an employee of the Club since 2002. However, he projects that the Club is part and parcel of the Power Station and forms a single establishment.

18. Shri Nadim Ahmed Khan deposed that the Club used to pay wages to the claimant since the date of his engagement. The claimant is real younger brother of Shri Bharat Mishra, at whose instance the former was engaged as a caretaker of the Club in the year 2002. The claimant used to work for the Club from 5PM to 10 PM. Upkeeping of Yugantar Hall was looked after by the Club up to August, 2007. In September, 2007 claimant was engaged by Utility Powertech for upkeeping of Yugantar Hall, to whom the said work was awarded by the Club. Prior to September, 2007, Club used to upkeep Yugantar Hall also and pay a sum of Rs. 6000 PM as salary to the claimant. In September, 2007, he was paid a sum of Rs. 2561 by the Club for job of caretaker and a sum of Rs. 3397 by Utility Power Tech for

upkeeping of Yugantar Hall. Same situation prevailed for October, November and December, 2007. Since upkeeping of Yugantar Hall was being done by M/s Utility Powertech, the Club reduced his salary to Rs. 2561 from Rs. 6000 a month. The Club awarded work of upkeeping of Yugantar Hall as well as premises of the Club to the contractor. The Club used to make payment to the contractor, out of income of Yugantar Hall, on behalf of the B.T.P.S. Club.

19. Shri Navneet Goel presents that Power Station makes matching grant to the Club Cheque Ex. MW1/W14 may be for matching grant made to the Club. He makes it clear that it is not for the salary of the caretaker, since Power Station never granted salary to the caretaker of the Club. Cheque for a sum of Rs. 4000 was issued by the Power Station in favour of the Club for family planning cash incentive. He could not affirm or deny that letter Ex. WW4/2 and Ex. WW4/3 were written by the Club seeking reimbursement of salary of the caretaker. However he claimed that Power Station never reimbursed salary paid by the Club to its caretaker.

20. Shri Ajay Chandra swears in his affidavit Ex. MW1/A that the Club is employer of the claimant. He presents that the claimant was never employed by the Power Station. In 1990 employees of the Corporation working at Power Station formed the Club, control of which is in the hands of its Executive Body. Regional Manager of the Power Station is ex-officio patron of the Club. Power Station has no statutory obligation to establish a Club. Functioning of the Club is in not incidental or connected with manufacturing/generation process undertaken by the Corporation. Initially the Power Station allowed the Club to manage Yugantar Complex and income, generated from booking of Yugantar Hall for private functions, was allowed to be received and utilized by the Club for maintaining the complex, including area being used by the Club for its recreational activities. Since the Club was receiving booking amount for such functions, it was required to bear expenses for maintenance of the complex. The Club is separate, independent and distinct entity having no functional integrity with the Power Station. He admits, during course of his cross-examination, that infrastructure for the Club has been provided by the Power Station. However he disputes that the Club does not maintain any bank account. He projects that a quarter was never allotted to the claimant. According to him, it was allotted to the Club. He further admits that house keeping work was assigned to Unitech Power Limited in September, 2007. He admits that cheque Ex. MW1/W14 was issued by the Power Station in favour of the Club, the amount mentioned therein may be subscription money deducted from the salary of its members.

21. When above evidence is appreciated, it emerge over the record that the claimant projects that the Club and Power Station is one and single establishment. To

appreciate his submissions, it would be expedient to know as to what an "industrial establishment" means. Clause (ka) of section 2 of the Act defines "industrial establishment or undertaking" as an establishment or undertaking in which any industry is carried on. The expression "industrial establishment", "undertaking" and "industry" have been used at various places in the Act. Expression "undertaking" occurs in sections 25FF, 25FFA, 25FFF, 25-O and 25-R, while section 25-F uses the word "industry". Section 25-G of the Act uses word "industrial establishment", which has to be understood to mean an industry as used in section 25-F of the Act. Expression "establishment" has been used in section 25-E, which has to be read in the context of definition of the term "lay off" as defined in clause (kkk) of section 2 of the Act. Explanation appended to the sub-section (2) of section 25-A of the Act defines "industrial establishment" for its limited operation to certain sections of the Act and does not purport to lay down a test as to what constitute "one establishment". For general purposes of Chapter VA, term "industrial establishment" has not been defined in the Act.

22. Under what circumstances one establishment can be said to be part of another, the question came up for consideration during industrial adjudication in several context. In Associate Cement Companies Limited (Chaibase Cement Works Jhinkpani) [1960 (1) LLJ 1], the Apex Court had to decide a question, whether a lime stone quarry run by a company owning a cement factory situated at a distance of a mile and a half was "another part of establishment" viz. the cement factory. Dealing with several tests plotted before it, during the course of arguments, such as (1) geographical proximity (2) unity of ownership (3) management and control (4) unity of employment and conditions of service (5) functional integrity and (6) general unity of purpose, the court observed:

"It is perhaps impossible to lay down anyone test as an absolute and invariable test for all cases. The real purpose of this test is to find out the true relations between the parts, branches, units, etc. if in their true relations they constitute one integrated whole, we say that the establishment is one, if on the contrary, they do not constitute one integrated whole, each unit is then a separate unit". How the relation between the units will be judged must depend on the facts proved, having regard to the scheme and object of the statute which gives the right of unemployment compensation and also prescribes a disqualification therefore. Thus, in one case the unity of ownership, management, and control may be the important test; in another case functional integrity or general unity may be the important test; and in still another case, the important test may be unity of employment. Indeed, in a large number of cases several tests may lay the

consideration at the same time. The difficulty of applying these tests arises because of the complexities of modern industrial organization; many enterprises may have functional integrality between the factories which are separately owned; same may be integrated in part with units or factories having the same ownership and in part with factories or plants which are independently owned. In the midst of all complexities it may be difficult to discover the real thread of unity."

23. The relevant facts, which were available for the Apex Court for consideration, were that the accounts of the factory and the quarry were common. A manager was the common authority in respect of the quarry as well as other departments of the factory. The manager used to transfer the staff from quarry to the factory and vice versa, according to exigencies of the business. There was also unity of purpose and functional integrality between the quarry and the factory. The company laid off a number of workmen in the factory on account of strike in the quarry. On facts, for the purpose of section 25-E (iii) of the Act, the test of unity of purpose and functional integrality between the quarry and the cement factory were relied on holding that the quarry was part of the factory.

24. Apart from lay off, the question whether a particular unit is a part of larger establishment, have been considered by industrial adjudication in application of the principles of "last come first go" under section 25-G of the Act, profit bonus, incentive bonus, wage structure, dearness allowance and closer etc. In Partap Press (1960 (1) LLJ 497) the Apex Court was dealing with the question of payment of bonus. The facts were that Partap Press belonged to an employer, who subsequently started publication of Vir Arjun. He was one of the partner of the firm, owned by another paper --the Daily Partap. The question for consideration was whether the three activities viz. Partap Press, Vir Arjun paper and the Daily Partap paper were one establishment or separate and distinct units. Referring to the test enumerated in Associate Cement Company case (supra), the Apex Court observed that "of all these tests the main important appears ... to be that of "functional integrality" and the question of unity of finance and employment and of labour." Applying test of "functional integrality" to the facts of the case, the court held that there was no functional inter-dependence between Partap Press and Vir Arjun and the two could conveniently and reasonably exist without one another and the two were not parts of one industrial unit. Furthermore, this conclusion was accentuated by the conduct of the employer who treated finances and employment in two units distinct, and separate. It was affirmed that the press and the paper were two distinct separate industrial units.

25. In P akshiraja Studios (1961 (2) LLJ 380), question again related to payment of bonus. In that case, the

management of cinema studios also carried on business of producing films and taking distribution rights of pictures. Question for consideration was whether for determination of "available surplus", all these activities constituted one establishment or were separate and distinct units. The Apex Court relied more on the "unity of ownership" than "functional integrality" and observed that if the employer mingles several sides of his business activities they become one unit. Since there was one capital fund for the two lines of business, one cash book was maintained and separate staff was not maintained, there was one accountant for both production and the studio site, administration side was also the same, it was ruled that the whole business was one establishment. Maintenance of separate accounts and balance sheets for two lines of business was held to be of no consequence in the circumstances of that case.

26. In South India Mill Owners Association (1962 (1) LLJ 223) again question of bonus came up for consideration before the Apex Court. In that case the company had two textile mills in two different towns at a distance of 150-200 miles. The labour force for two mills was different. Employees were not transferable from one unit to another. Separate accounts were maintained in the two mills, though ultimately emerged that profit and loss account and balance sheet of the company was prepared as a whole. The two units had separate trade marks. On consideration of facts, it was ruled that unity of ownership and management and control would be relevant factors. So would be the general unity of two concerns, unity of finance may not be irrelevant and geographical location may also be of same relevance, functional integrality can also be relevant and important factor in some cases. It was further ruled that when the court is dealing with different accounts of business run by the same industrial establishment of employer, test of "functional integrality" would be relevant and very significant. When an employer runs two different kinds of business which are allied to each other, it is pertinent to enquire whether the two lines of business are functionally integrated or are mutually inter-dependent. If they are, that would no doubt be very important factor in favour of the plea that the two lines of business constitute one unit. But the test of functional integrality "would not be as important when the court is dealing with a case of an employer who runs the same business in two different places. Keeping in view all propositions and appreciating facts, the Apex Court ruled that two mills run by the same employer at different places constituted two different units and not one.

27 In Fine knitting Company Limited (1962 (1) LLJ 275) a limited company was carrying on business of manufacturing hosiery goods. With a view to assure supply of yarn for its hosiery manufacture, the company installed a spinning machinery unit. In course of time, spinning of yarn became principle activity of the company

and bulk of yarn manufactured could not be consumed in hosiery section. Hence, it was sold in open market. Company treated employees working in two units on separate basis in regard to wages, dearness allowance, and payment of bonus. The company also supplied prescribed quantity of yarn to the Government in accordance with a notification under the Cotton Textile (Control) Order 1948. The Registrar recognised the spinning and hosiery sections of the company as two distinct and separate undertakings and enterprises, under section 11 of Bombay Industrial Relations Act 1946. Considering all these facts the Apex Court ruled that the test of "functional integrality" or unity of employment or unity of purpose and design could not be considered to have been satisfied. It was emphasized that though the question about the unity of two industrial establishments has to be considered in the light of the relevant tests laid down from time to time, such as functional, inter-dependence, unity of ownership, management, labour, finance and habitation and treatment by the employer concerned, it would be unreasonable to treat anyone of the said test as decisive. In dealing with such problems several factors are relevant but it must be remembered that the significance of several factors would not be the same in each case nor their importance.

28. In DCM Chemical Works (1962 (I) LLJ 388) the question whether two units belonging to the same employer formed part of the same establishment or separate or distinct establishments was under consideration for adjudication of wage fixation. In that case a limited company was engaged in business of manufacturing various products such as textiles, chemicals and sugar etc. The units engaged in manufacturing of textiles and chemicals were located in Delhi at two different places. Bulk of chemicals manufactured by the chemical unit was sold in open market and a small percentage of the chemicals was supplied to the textile unit, for its use at market price. Two units were treated as separate and distinct for recruitment of labour, sale and conditions of service for the workmen employed therein. However, all units had a common balance sheet for whole of the company and there was no separate capital or reserve fund for different units and dividends to the share holders were declared on the basis of total profit of the company as a whole. The court had to consider whether for determination of wage structure of the chemical works, which was a constituent unit of Delhi Cloth and General Mills Limited, overall position of the company should be taken into account or only the position of the unit DCM Chemical Works should be taken into account. On consideration of entire facts and circumstances placed before it, the Court ruled that the chemical works was an independent unit and for the purpose of fixation of wage structure it had to look to the position of the chemical works unit only and could not integrate it with other units and consider its wage structure

on the basis of such integration. The Court discarded facts for consideration of wage structure to the effect that the company was a legal entity, in which all profit and loss accounts of all its units merged and brushed aside the submission that various undertakings carried on by the company may not be regarded as one integral whole for that purpose. The conduct of the employer company in dealing with different units in past as independent units also proved to be a relevant factor for holding those units as independent units.

29. In *Wenger & Company* (1963(II) LLJ 403) and *Western India Match Company Limited* (1963(II) LLJ 459), the Apex Court took into consideration unity of ownership, unity of finance, unity of management, unity of labour and concluded that "functional integrality" was writ large on the activities of those companies to declare their separate units as part and parcel of the same establishment for the purpose of wage fixation, dearness allowance and other service conditions, besides production bonus respectively. The test of "functional integrality" was emphasized as most relevant in *Western India Match Company Limited* while recruitment, control and discipline of manpower and muster roll of the factory and sale office were different held not to be relevant. The Court ruled thus:

"It is enough to mention that among the many test that have been evolved, functional integrality, inter-dependence or community of financial control and management, community of manpower and of its control, recruitment and discipline, the manner in which the employer has organized the different activities, whether he has treated them as independent of one another or inter-connected and inter dependent, enjoy pride of place. But this list is by no means exhaustive. Nor can the tests and the principles that have been laid down be applied mechanically or by way of syllogism. That is why in applying the well settled test and principles on these problems we have to bear in mind that while all test that are possible of application should be applied, the value and importance to be attached to an individual test will vary according to the nature of the industrial activities and according to the nature of dispute in which problem has arisen, viz whether it is in respect of lay off, retrenchment, production bonus, profit bonus or something else."

30. *Indian Cable Company Limited* (1962 (I) LLJ 409) was a case where the Court was concerned with application of the rule "last come first go" to an industrial establishment under section 25-G of the Act, while in *Straw Board Manufacturing Company Limited* (1974(1) LLJ 499) case of closer of one of the units of the company was under consideration. Considering facts and circumstances of those two cases and tests referred above, it was ruled

that in Indian Cable Company Limited that test of location of the establishment and “functional integrality” were decisive and in Straw Board Manufacturing Company it was announced that test of “functional integrality” would be relevant to consider whether the two units formed part of the same establishment or not. The common features between two units were: unity of ownership, ultimate control and supervision, unity of finance, similarity of certain conditions in general, similarity of general wage structure, proximity of the units, some work for one unit being performed in the other unit, identical bonus scheme for both units except for one year, inter transferability of employees from one unit to another, identical working conditions, maintenance of one balance sheet and profit and loss account and one unconsolidated account for the company including the units depreciation fund, the same occupier, and above all treatment by the employer of both units as one in certain matters etc. On consideration of these facts the Court ruled that the most important aspect in this particular case relating to closer was whether one unit has such complemental relation that closing of one unit lead to the closing of other or one cannot reasonably exist without the other. Functional integrality will assume an added significance in a case of closer of a branch or unit. It was ruled that it would be unjustified to hold that one unit was not an independent functioning unit or that there was any functional integrality as such between one unit which was closed and the other unit which was functioning. On the other hand it was held that unity of ownership, supervision and control and some other ‘common features, which were referred to, did not justify a contrary conclusion in that aspect. The Court attached significance to the fact that two units were carrying on different lines of business and the closer of one unit had nothing to do with the functioning of the other unit.

31. S.G. Chemicals & Dyes Trading Limited (1986 Lab. I.C. 863) is a case where the company had its marketing and sale division at Churchgate, financial division at Worli and laboratory and dyes division at Trombay. Management of the company changed hands and new management closed down the office at Church Gate. The Apex Court ruled that functions of Churchgate division and Trombay Factory were not separate nor independent but were so integrally connected as to constitute the Churchgate and the Trombay factory into one establishment, since Churchgate division used to purchase raw material required by the Trombay factory for producing or processing the goods, it used to market and sell the goods so manufactured or processed by the factory and it also to use to disburse salary and other employment benefits and maintain accounts etc. of the workmen. Under these circumstances two units were considered to be integral part of manufacturing activities of the factory at Trombay, for the factory could never have functioned independently without the Churchgate division being there.

32. In Andhra Cement Co. Ltd. Vijayawada (1988 (11) LLJ 453) Andhra Cement Co. Ltd. established a factory at Vijayawada in 1938 and other factory at Vishakhapatnam in 1978. Factory at Vishakhapatnam was registered as a separate factory and had its separate management. The State Government allowed interest free sales tax loan and a rebate of 25% in power tariff to Vishakhapatnam factory. Managing Director and General Manager of these two factories were the same persons. There was a management service pool consisting of managers, officers, supervisors and other service personnel working in the two units. Officers were transferred from one unit to another. Annual report of the company referred Vijayawada unit as mother clinkering plant and Vishakhapatnam factory was treated as a unit. Single bench of Andhra Pradesh High Court held that Vishakhapatnam factory was a branch of Vijayawada factory. On review of earlier dicta, the High Court enumerated following features to hold that different parts, units, branches and so forth are merely constituents of one establishment:

“1. The unity of ownership, management and control, unity of employment and conditions of service, functional integrality and general unity of purpose.

2. The connection between the two activities is not by itself sufficient to justify an answer one way or the other, but the employer’s own conduct in mixing up or not mixing up the capital, staff and management may often provide a certain answer.

3. The real purpose of the test is to find out true relationship between the two parts, branches, units etc. If they constitute one integrated whole we say that the establishment is one. If it is to the contrary, the each unit is a separate one in one.

4. In one case the unity of ownership, management and control may be the important test, in another case functional integrality or general unity may be the important test and in still another case the important test may be unity of employment.

5. Many enterprises may have functional integrality between factories which are separately owned; some may integrated in part with units or factories having the same ownership and in part with factories or plants which are independently owned. In the midst of these complexities it may be difficult to discover the real thread of unity.

33. In the light of law laid above, now I would proceed to consider as to whether the Club is part and parcel of the Power Station or it is a different unit. Shri Ajay Chandra swears in his affidavit that the Corporation is a Government of India enterprise registered under the Companies Act, in the year 1975. It is a premier power generation company, having expertise and strength

in area such as commissioning, operation and maintenance of power station, generation and sale of electricity to bulk customers. The Corporation has several projects/power stations at various places throughout the country and one such station is known as Badarpur Thermal Power Station, which is one of the units of the Corporation.

34. He went on to depose that the Power Station was originally owned by the Government of India and its management was given to the Corporation on 1-4-78. Ownership of Power Station and its infrastructure were transferred to the Corporation w.e.f. 1-6-2006. In 1990 employees of the Corporation, working at Power Station and their spouses for their recreational, sports and other welfare/community services, formed a club and named it as "BTPS Club". Control of affairs of the Club has been with the association of persons or their appointed/nominated agents. Functionaries/executive body of club are constituted by the members of the Club. The members of the Club nominated General Manager/Head of the Power Station as ex-officio patron of the Club. The Club formed its constitution in 2002. The Club is a non statutory body formed by employees of the Corporation. The Corporation or the Power Station has not constituted the Club nor it has any statutory obligation to establish any such club. Functions of the Club, in no way, are incidental or connected with manufacturing/generation process of the Corporation.

35. He unfolds that the Club was in need of some space for its activities and at the request of its members, General Manager of Power Station provided space for the Club, besides some monetary help out of the welfare fund. General Manager, for facilitating community services, initially provided residential quarter in BTPS Colony to run the Club. After construction of Yugantar Complex in 2001-2002, the Club was allowed to use portion of the said complex as its office and for recreational activities.

36. Shri Chandra declares that the General Manager of the Power Station initially allowed the Club to manage Yugantar Complex and receive income generated from booking of the Yugantar Hall for private functions, such as, marriage, birthday and other functions of employees of the Power Station and utilize it for maintaining the complex, including the area being used for its office and recreation activities. As the Club was receiving the booking amount for such functions, it was required to bear expenses for maintenance of the complex. An objection was raised by auditors of the Government against booking of said hall and receipt of its booking money by the Club. It was told that since property in question belonged to the Government, any revenue to be generated from the same also belongs to it. In view of the objection, the Power Station asked the Club to transfer funds held by it for booking of the hall and, accordingly, those funds were transferred by the Club to the Power Station. Thereafter

the Power Station itself has been managing booking of Yugantar Hall and the Club had no role whatsoever in that matter. The space given to the Club for office and recreational activities was not withdrawn and continued to be used by it. He further declares that the Club is a separate, independent and distinct entity having no "functional integrality" with the Power Station. It has its own independent management and control without any interference from the Power Station. Functioning of the Club is in no way incidental or connected with the activities of the Power Station, namely, the generation of electricity. The Power Station has no control over day to day affairs of the Club and it is not dependent upon funds to be provided by the Power Station. It has its own funds which come from contribution received from the members. The Power Station only provides some non statutory financial grants out of its welfare fund. Executive body of the Club is elected by the members and President, General Secretary and the Treasurer are nominated by patron of the Club, out of its members only. He has denied that the Power Station gives any subsidy to the Club. He has proved constitution of the Club as Ex.MW1/1.

37. Shri Om Parkash highlights in his testimony that Power Station has to provide recreational facilities and welfare measures for its employees. It has to own statutory obligation to provide recreational facilities to its members, under the Factories Act. He presents that constitution of the Club is a fabricated document. In 2004 application moved for registration of the Club was declined by the authorities. Later on the Power Station and its officers also took steps to get the Club registered in the name of BTPS Employees Development Centre but the said application was never moved. When called upon to advance arguments, Shri Om Parkash concedes that there was no statutory obligation on the Power Station to provide a Club, under section 46 of the Factories Act. At the outset provisions of section 46 of the Factories Act were taken into account and it was ruled that there is no statutory obligation on the Power Station to provide a canteen or a club.

38. There is other facet of the coin. Policy document of the Power Station which speaks of providing welfare facilities to its employees, have been brought over the record by the claimant as Ex.MW1/W3. This document opens with a introduction detailing that welfare is a broad term encompassing measure aimed at providing housing, medical, schooling, sports, games, social, cultural and recreational facilities. The document proposes measures to constitute components of welfare facilities such as (i) sports and games; (ii) social, cultural and recreational facilities; (iii) co-operative activities; (iv) canteen facilities inside the work place for the employees; (v) transport facilities from residence to work place and back and for certain other specified purposes for the employees and their family members; and (vi) miscellaneous items.

39. The document details that in view of promoting sports and games, athletics and other kinds of body-building and health rejuvenating activities and to cater to social, cultural and recreational needs of the NTPC employees and their members residing in the project/plants township and at Delhi, the following clubs/associations may be formed :

- (i) NTPC Sports Council;
- (ii) NTPC Employees Welfare Association;
- (iii) NTPC Ladies Club/Mahila Samity; and
- (iv) NTPC Club.

40. It has also been mentioned that other than associations mentioned above, one or more of such bodies may be formed the number to be decided on merits. Under the head NTPC Club, the document mentions that in addition to above organizations, there will also be a club named as NTPC Club/Shakti Nagar Club or Pragatinagar Club/Jyotinagar Club etc., the membership of which will be open to the employees of the Corporation. This club will be run mainly through efforts of its members through a duly constituted committee, of which respective General Manager will be the President. The facilities proposed to be provided by the Corporation are accommodation with furniture etc. indoor games equipments/accessories like badminton, table tennis, lawn tennis, chess, stereos etc. The initial cost for these facilities will be provided by the Corporation. Besides, the Corporation will give recurring grant equal to 50% of the subscription raised by way of membership fees to meet the running expenditure. The Club building and facilities etc. shall be made available by the Corporation as and when required for organizing various functions etc.

41. It is nobody's case that this policy document Ex.MW1/W3 was based on a settlement between employees on one hand and the Corporation or the Power Station on the other. This policy document was issued by the Corporation, as a model employer. All these measures as contained in the policy document, were taken in sole discretion by the Corporation merely to provide for welfare activities of its employees. No statutory obligation emerged out on issuance of policy document referred above. Therefore, contents of this document does not fasten any statutory or contractual liability on the Corporation/Power Station Expectation of the employees that Power Station/Corporation would behave like a model employer, would not saddle the latter with any obligation, which may form part of its liabilities for time to come. Service rules Ex.MW1/W16 nowhere cast any obligation on the Corporation/Power Station to provide a Club as a facility to its employees. Hence it has come over the record that no right was recognized in favour of its employees by the Power Station/Corporation, which may provide recreational facilities to them in the form of a club.

42. Now it would be taken into account as to whether factual existence of the Club has any nexus in respect of its association with the Power Station/Corporation. For an answer I have to deal with the facts. Though Shri Om Parkash claims in his testimony that the constitution of the Club is a fabricated document, yet he could not bring any cogent evidence to substantiate his claim. Shri Ajay Chandra deposed that Ex.MW1/1 is the Constitution of the Club. When Shri Chandra faced ordeal of cross examination, he was not confronted to the proposition that constitution of the Club is a fabricated document. Taking into account all these situations, I am constrained to conclude that the claimant has not been able to dispel genuineness of Ex. MW1/1. Consequently Ex. MW1/1 is to be read carefully to ascertain whether the Club is a unit of the Power Station or an independent entity. As emerge out of this document, the Club has aim and objective of promotion of moral, mental, physical and recreational well being of members and their dependents. Article 3.1 of Ex. MW1/1 projects that total number of members of the Club shall be regulated from time to time depending upon facilities and space available and managing committee may in its discretion stop admission of new members of any category for such period as it thinks fit without assigning any reason, details article 3.2 of the document. Members of the Club have been classified in categories: (a) regular member, (b) associate member, (c) temporary member, (d) out station member, (e) honorary member, and (f) guest member, enlists article 3.3. Employees of the Power Station shall be eligible for nomination as regular members, provided that their application is recommended by two committee members of the Club, one of them being President or General Secretary (see article 4.1). Any person eligible for membership can submit his application, duly recommended by two committee members of the Club, one of them being President or General Secretary (article 5.1). The committee shall decide by majority admission of a new member. The committee shall admit the candidate by consensus or indirectly by secret ballot and the decision shall be taken by simple majority of those present. The decision of the committee shall be final and binding and it need not assign any reason whatsoever for rejection. A rejected candidate shall not be proposed for membership again until the lapse of six months from date of application for membership (article 5.2 and 5.3). Above provisions, contained in Ex. MW1/1, make it clear that six types of membership is available and managing committee has a right to decide admission of an employee as member of the Club. Employees of the Power Station shall only be eligible to become a regular member. Thus it is evident that membership of the Club is in the discretion of the managing committee, which is competent to decide its membership, depending upon facilities and space available for physical and recreational activities. The Power Station or the Corporation cannot play any role for admission of its employees as member of the Club.

43. Every regular or associate member shall be liable to pay a non-refundable entry fee of Rs. 100 only. Normally temporary member shall not be entitled to pay any entrance fee. However, he is under an obligation to deposit lump sum membership subscription for the period of six months at the time of his enrolment (article 6.1). Out Station members are required to pay entrance fee of Rs. 100 and membership subscription for each quarter in advance (article 6.2). Guest members shall be charged entrance/participation fee as declared by the committee from time to time (article 6.3). Any person who is to re-enter the Club, after cessation of his membership, may seek re-admission on payment of re-entry fee equivalent to four months subscription, which shall be non-refundable (article 6.4). Every regular member is under an obligation to pay a subscription of Rs. 100 PM in advance through salary. Associate and temporary members shall pay subscription of Rs. 175 PM in advance every six months. Out Station members shall be liable to pay membership fee of Rs. 175 PM in advance every quarter (article 6.5). The managing committee has full power to fix charges for games etc. (article 6.6). The managing committee may approach and request the Corporation/Power Station to provide requisite facilities like premises, furniture, equipment and accessories, besides a recurring grant linked with subscription raised by way of membership fee of regular members, to meet running expenditure of the Club, as per rules of Corporation in force from time to time (article 6.7). The above rules make it clear that the Club may generate funds out of entrance fee and membership subscription. It may approach the Corporation/Power Station for recurring grant linked with subscription raised by way of membership fee of regular members. The grant which may be provided by the Corporation/Power Station is linked with membership fee of regular members. It is projected that 50% of membership fee of regular employees is provided as matching grant by the Power Station to the Club to meet running expenses. Thus it is evident that matching grant is a part of resources, which the Club generates to run its activities.

44. Whether matching grant provided to the Club, besides facilities like premises, furniture, equipment and accessories would show its financial dependence on the Power Station? It has been argued by Shri Om Parkash that the Club regularly receives annual grant from the Power Station to meet its running expenditure. He projects that rental income of Yugantar Hall was also received by the Club, which fact shows financial inter-dependence between the Club and the Power Station, besides unique financial control exercised by latter over the former. Shri Taneja projects that the Club was constituted in the year 1990. After construction of Yugantar Complex in the year 2001-2002, the Club was allowed to use a portion of that complex for its office and recreational activities. The Club was allowed to receive the income generated from booking

of the Yugantar Hall for private functions and allowed to utilize it for managing the complex, including the area being used by the Club for its office and recreational activities. It was also required to bear expenses for maintenance of the complex. When an objection was raised by auditors of the Government against booking of Yugantar Hall and receipt of booking amount by the Club, it transferred a sum of Rs. 30,00,000 to the Power Station in June, 2006 to remove the objection, so raised. The facts so projected would show that the Club is a separate and distinct entity and has no nexus with the Power Station. Shri Taneja argued that had the Club been a branch or unit of the Power Station there was no necessity for the Club to return the amount of Rs. 30,00,000 to the Power Station, on an objection raised by the auditors. The facts so projected on behalf of the Power Station are not disputed by the claimant. Therefore, it is emerging over the record that the Power Station gave matching grant linked with subscription amount received from regular members of the Club to run its activities. It has also allowed to book Yugantar hall for private functions and to use that money for maintenance of Yugantar Complex, as well as for activities of the Club. This permission by the Power Station put the Club in position to receive booking amount from the employees of the Corporation and to utilize it for maintenance of Yugantar Hall as well as for running its activities. Permission to book Yugantar Hall and use money, so received, for maintenance of Yugantar Complex and running its activities would not make the Club beneficiary of that amount. Such permission was a part of generosity shown by the Power Station in favour of the Club, as a welfare measure. This generosity and matching grant, linked with subscription, would not create any financial obligation between the Power Station and the Club and to raise it to a status of contractual liability. Contention of the claimant that a unique financial dependence was there between the Club and the Power Station is uncalled for. There may be a charity from the side of the Power Station in allowing the Club to receive booking amount of Yugantar Hall for the private purpose but that charitable act will never bind the parties to a financial knot. Club was as well as considered by the Power Station a distinct and different entity all through out. Therefore, contention on behalf of the claimant that there was financial inter-dependence between Power Station and the Club has no legs to stand. Charity or grant by the Government never gives rise to a financial obligation on its part. One who receives charity or grant can never claim receipt of such grant or charity as a matter of right. Any welfare step taken by a governmental organization ex-gratia would not create any financial dependency of the receiver on the Government. I do not find any substance in the contention that unique financial control was exercised by the Power Station over the Club.

45. The Club is being run for recreational activities for its members and their families. Admittedly regular

members of the Club are employees of the Power Station. Recreational activities, which are undertaken by the Club, are not part of statutory obligation of the Power Station/Corporation. One cannot say that the activities of the Club are in any way incidental to the activities of the Power Station/Corporation. There is no functional integrality between the activities of the Club and the Power Station/Corporation. The Corporation/Power Station may go on, when existence of the Club comes to an end. Even otherwise if Power Station shifts its activities to some other place, retaining employee's colony in that very premises, in that situation the Club may go on. Therefore, no functional integrality is there between the Club and the Power Station.

46. Much hue and cry was raised that there is a unity of ownership between Power Station and the Club. Shri Om Parkash argued that General Manager of the Power Station, being patron of the Club, has a right to nominate President, General Secretary and Treasurer of the Club. He contends that in the capacity of patron and by way of nomination of above functionaries of the Club, the General Manager of the Power Station retains control over activities of the Club. I am afraid that his contention has any weight. Managing committee of the Club takes decision by majority. Joint Secretary and five executive members are elected from amongst regular members of the Club, deposes Shri Chandra. Those facts are not disputed at all. Therefore, it is emerging that the Patron, President, General Secretary, Joint Secretary, Treasurer and five executive members from managing committee of the Club. Out going General Secretary also continues to be an ex-officio member of the managing committee. Thus there are 11 office bearers of the managing committee, out of whom six are elected from amongst its regular members. It makes it clear that majority of office bearers of the managing committee are elected from amongst regular members. When decision are taken by the managing committee by majority vote, it cannot be said that the General Manager of the Power Station can exercise its control over functions of the Club. Consequently it is emerging over the record that even on lifting of veil one would not find that the General Manager of the Power Station exercises control over the Club. Contention that there is unity of ownership between Power Station and the Club is uncalled for.

47. By its actions neither the Club nor the General Manager of the Power Station ever treated the Club as a unit or branch of the Power Station. One mistake was committed by the Power Station, when the Club was allowed to receive booking amount of Yugantar Hall and to utilize it for maintenance of Yugantar Complex and for running its activities. This mistake was corrected in the year 2006, when auditor of the Government raised an objection in that regard. That objection was accepted to be legally correct not by the Power station but by the Club too, when it refunded a sum of Rs. 30,00000 to the Power

Station. Consequently it is evident that the Club or the Power Station never treated the Club to be a branch or unit of the Power Station/Corporation.

48. Factum of geographical proximity will not have any relevance in the matter. Power Station allowed the Club to use some portion of Yugantar Complex as its office premises, to follow its welfare policy. That act will not create any relationship between the Power Station and the Club, to put the latter to a pedestal of a part, branch or unit of the former. The Club and Power Station do not constitute one integral whole. There is no general unity between them.

49. There is other facet of the coin. Shri Umesh Kumar Mishra swears in his affidavit Ex.WW1/A that he was engaged as a caretaker of Yugantar Building by the Power Station in July, 2002. He was assigned duties to look after maintenance of the said building and other clerical work, including booking pertaining to Yugantar Hall, owned and controlled by the Power Station. Besides the aforesaid duties he was assigned job of the Club owned, controlled and maintained by the Power Station. During the course of his cross examination, he admits it to be correct that letters Ex.WW1/12 and Ex.WW1/13 were written by Shri N.A.Khan, Deputy General Manager to Assistant Engineer, C.I.S.F., B.T.P.S. Badarpur, New Delhi. He further concedes that these two letters spell that he was engaged as a caretaker by the Club and gate pass was to be issued in his favour. He also admits that none can enter premises of Power Station without a gate pass. He has also placed reliance on document Ex.WW1/36 and Ex.WW1/37, which unfold that his wages were being paid through the Club. Shri Chandra spells that the claimant was never engaged by the Power Station. According to him, he is an employee of the Club. As held above the Club is a distinct and separate entity, having no nexus with the Power Station to be called as a part of its establishment. Considering the documents, referred above, it is evident that the claimant was engaged by the Club and not by the Power Station. He could not show that he was engaged by the Power Station.

50. The relationship of employer and employee is constituted by a contract, express or implied between employer and employee. A contract of service is one in which a person undertakes to serve another and to obey his reasonable orders within the scope of the duty undertaken. A contract of employment may be inferred from the conduct which goes to show that such a contract was intended although never expressed and when there has, in fact, been employment of the kind usually performed by the employees. Any such inference, however, is open to rebuttal as by showing that the relation between the parties concerned was on a charitable footing or the parties were relations or partners or were directors of a limited company which employed no staff. While the

employee, at the time, when his services were engaged, need not have known the identity of his employer there must have been some act or contract by which the parties recognized one another as master or servant.

51. Onus is there on the claimant to establish that he is an employee of the Power Station. To discharge that onus he filed his affidavit Ex.WW1/A wherein self serving words are detailed. Contents of his affidavit do not get support from any evidence either documentary or circumstantial. Even otherwise documents Ex.WW1/12 and Ex.WW1/13 highlight that his wages were being paid by the Club. At no point of time the claimant raised an objection that when he was an employee of the Power Station why his wages were being paid by the Club. He never questioned this proposition either before the authorities of the Power Station or before the authorities constituted under the Act. The Club was constituted in the year 1990 and running as such an independent entity since then. It maintains its bank account, prepares balance sheets and files it before the authorities. The claimant was admittedly engaged in the year 2002. It cannot be said that the Club was a camouflage or a smoke screen to evade benefits of the claimant. Consequently the circumstances detailed above constrained me to conclude that the claimant has not been able to establish that he was an employee of the Power Station. What emerges out of his testimony is that as per his own case he received his wages from the Club for long six years. He admits in his testimony that his real elder brother was working as an officer with the Power Station. He never made any complaint to him, when his wages were offered by the Club. All these aspects made it clear that the claimant was an employee of the Club.

52. A case has been projected by the claimant that he worked as a caretaker for Yugantar Complex. It is an admitted case that after erection of Yugantar Complex in 2001-2002 the Club was allowed to book Yugantar Hall for private purposes and receive booking amount for maintenance of Yugantar Complex and for running its activities. These facts give an inference that certain responsibilities, such as maintenance of Yugantar Complex were entrusted by the Power Station to the Club and in turn the Club was allowed to retain booking amount of Yugantar Hall and use it for maintenance of the complex as well as for running its activities. Performance of this obligation by the Club was for a consideration. The Club made its employee, namely, the claimant to take care of maintenance of Yugantar Complex. When these obligations were discharged by the claimant, his status of an employee of the Club never changed, since Yugantar Complex was to be maintained by the Club, in pursuance of obligation referred above. It cannot be said that the claimant became an employee of the Power Station. Consequently contention of the claimant that he was also working as caretaker of Yugantar Complex would not bring

any accolade for him. He was and remained an employee of Club till he served it. In view of these reasons it is concluded that the claimant was an employee of the Club and not of the Power Station.

53. When claimant was an employee of the Club, a question for consideration comes as to who was appropriate Government for making a reference of the dispute for adjudication. In relation to any industrial dispute concerning an industrial undertaking or establishment enumerated in clause (a)(i) of section 2 of the Act, the Central Government is the appropriate Government. For the sake of convenience provisions of clause (a) (J) of section 2 of the Act are extracted thus:

“(a) appropriate Government” means—

(i) in relation to any industrial dispute concerning any industry carried on by or under the authority of the Central Government or by a railway company or concerning any such controlled industry as may be specified in this behalf by the Central Government, or in relation to an industrial dispute concerning a Dock Labour Board established under section 5A of the Dock Workers (Regulation of Employment) Act, 1948(9 of 1948), or the Industrial Corporation of India Limited formed and registered under the Companies Act, 1956 (1 of 1956), or the Employees' State Insurance Corporation established under section 3 of the Employees' State Insurance Act, 1948(34 of 1948), or the Board of Trustees constituted under section 3A of the Coal Mines Provident Fund and Miscellaneous Provisions Act, 1948(46 of 1948), or the Central Board of Trustees and the State Boards of Trustees constituted under section 3A of the Coal Mines Provident Fund and Miscellaneous Provisions Act, 1948(46 of 1948), or the Central Board of Trustees and the State Boards of Trustees constituted under section 5A and section 5B, respectively, of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), or the Life Insurance Corporation of India established under section 3 of the Life Insurance Corporation Act, 1956(31 of 1956), or the Oil and Natural Gas Corporation Limited registered under the Companies Act, 1956(1 of 1956), or the Deposit Insurance and Credit Guarantee Corporation established under section 3 of the Deposit Insurance and Credit Guarantee Corporation Act, 1961 (47 of 1961), or the Central Warehousing Corporation established under section 3 of the Warehousing Corporations Act, 1962 (58 of 1962), or the Unit Trust of India established under section 3 of the Unit Trust of India Act, 1963 (52 of 1963), or the Food Corporation of India established under section 3, or a Board of Management established for two or more contiguous States under section 16, of the Food

Corporations Act, 1964(37 of 1964), or the Airports Authority of India constituted under Section 3 of the Airports Authority of India Act, 1994 (55 of 1994), or a Regional Rural Bank established under Section 3 of the Regional Rural Banks Act, 1976(21 of 1976), or the Export Credit and Guarantee Corporation Limited or the Industrial Reconstruction Bank of India Limited, the National Housing Bank established under Section 3 of the National Housing Bank Act, 1987 (53 of 1987) or an air transport service, or a banking or an insurance company, a mine, an oil field, a Cantonment Board, or a major port, the Central Government and

(ii) in relation to any other industrial dispute, the State Government;”

54. At the cost of repetition it is said that the Club is distinct and separate entity, having no nexus with the Power Station. It never functioned under the authority of the Central Government. Hence it cannot be said that the Club is an ‘industry’ carried on by or under the authority of the Central Government or Railway Administration. In such a situation the Central Government was not appropriate Government for making a reference of the dispute to this Tribunal for adjudication.

55. Who shall be the appropriate Government for the present dispute? Answer has been provided in clause (a)(ii) of Section 2 of the Act, which contemplates that in relation to any other industrial dispute the State Government is the appropriate Government. However, this Tribunal is not oblivious of the proposition that union territory of Delhi enjoins a special status under the Constitution. Delhi is a Union Territory having some special provisions with respect to its administration. Article 239 of the Constitution speaks that every union territory shall be administered by the President acting, to such extent as he thinks fit, through an administrator to be appointed by him with such designation as he may specify. Article 239 AA makes special provisions with respect to Delhi, detailing therein that the union territory of Delhi shall be called the National Capital Territory of Delhi and the administrator thereof appointed in article 239 shall be designated as the Lieutenant Governor. There shall be Legislative Assembly, and provisions of article 324 to 327 and 329 shall apply in relation the Legislative Assembly of the National Capital Territory of Delhi as they apply in relation to a State. The Legislative Assembly shall have power to make laws for the whole or any part of the National Capital Territory with respect to the matters enumerated in the State List or the Concurrent List except the matters with respect to entries 1, 2 and 18 of the State List and entries 64, 65 and 66 of that list, in so far as they relate to the said entries 1, 2 and 18. The Council of Ministers shall be headed by the Chief Minister to aid and advise the Lt. Governor in exercise of his functions in relation of the matters with respect to which the Legislative Assembly

has power to make laws. In case difference of opinion between Lt. Governor and his ministers on any matter, the Lt. Governor shall refer it to the President for decision and act according to the decision given thereon by the President and pending such decision the Lt. Governor is competent to take action in urgent matters. The Chief Minister shall be appointed by the President and Ministers shall be appointed by the President on the advice of the Chief Minister. Therefore, it is evident that though a Legislative Assembly is there in National Capital Territory of Delhi, yet it is a union territory administered by the President through the Administrator appointed by him. In case of difference of opinion between the Administrator and the Ministers, it is the decision of the President that prevails. Consequently the State Government merges with the Centre when Lt. Governor administer the Union Territory or in case of difference of opinion the President decides the issue.

56. State Government has been defined in clause(60)of Section 3 of the General Clauses Act, 1897, in respect of anything done or to be done after commencement of the Constitution (the Amendment) Act, 1956 in a case of State, the Governor and in a Union Territory, the Central Government. Therefore, it is evident that for a Union Territory, no distinction has been made between the State and the Central Government. The President administers the Union Territory, through an Administrator appointed by him. In case of National Capital Territory of Delhi, it is being administered by the President though the Lieutenant Governor. Though there is a legislative Assembly and Council of Ministers, yet in case of difference of opinion between the Lieutenant Governor and Council of Ministers, the decision of the President shall prevail, which fact make it clear that for the purpose of administration of the union territory, the Central and the State Government merges over certain matter.

57. High Court of Delhi was confronted with such a proposition in M.K.Jain (1981 Lab. I.C.62) wherein it was laid as follows:

“The award was sought to be voided, inter alia, on the ground that by virtue of the constitution and composition of the Corporation, Central Government was the only authority competent to make a reference of the dispute to the Industrial Court and that the reference by the Lieutenant Governor of Delhi was, therefore, in excess of powers. Even otherwise no exception could be taken to the order of reference, even if it be assumed that Central Government was the appropriate Government, in as much as the distinction between the Central and the State Government in relation to the Union Territory in our constitutional framework is rendered illusory. Union Territory is administered by the President of India under Article 239 of the Constitution of India, acting to such extent as he thinks fit. Therefore the

Administrator, to be appointed by him, in the case of Union territory, there is an amalgamation of the constitutional classification of legislative and executive powers between the Centre and the States. According to section 3(60) of the General Clauses Act, the "Central Government" in relation to the administration of Union Territory means the Administrator acting within the scope of authority given to him under article 239 of the Constitution of India and in terms of Section 3(60) of the General Clauses Act, "State Government" as respects anything done or to be done in the Union Territory means the Central Government. In the case of Union Territory, therefore, the Central and State Governments merge and it is immaterial whether an order of reference is made by one or the other. This contention must, therefore, fail".

58. Again in Mahavir (97 (2002) DL T 922) the High Court was confronted with the same proposition. Relying the precedent in M.K.Jain (supra) with profit it was ruled that reference made by the Government of NCT of Delhi was not bad despite the fact that appropriate Government was the Central Government. Difference of State Government and Central Government goes to the brink of abolition when State Government has been defined as the Central Government by clause (60) of Section 3 of the General Clauses Act and Delhi is being administered by the President through the Administrator appointed by him. Therefore, the aforesaid precedents make it clear that a status of union territory of Delhi can be termed as Central Government in certain matters.

59. Whether the Central Government can be termed as State Government for any purpose? Article 53 of the Constitution provides that the executive power of the Union shall vest in the President and shall be exercised by him either directly or through officers subordinate to him in accordance with the Constitution. Article 73 defines extent of executive power of the Centre, that is, on matters which shall be controlled and administered by the Central executive. It has been detailed therein that the executive power of the union shall extend - (a) to the matters with respect to which Parliament has power to make laws and (b) to the exercise of such rights, authority and jurisdiction as are exercisable by the Government of India by virtue of any treaty or agreement. The extent of the State's executive power is set out in Article 161 of the Constitution. Administrative relations between the union and the states is to be dealt in accordance with the provisions of Article 256, 257, 258, 258A, 260 and 261 of the Constitution. Article 258A was added by 7th Amendment Act, 1956 to make a matching provision to clause (1) of Article 258 of the Constitution. While exercising powers contained in clause (1) of Article 258, the President is empowered to entrust union functions to a State Government or its officers. There was no provisions enabling the Governor of a State to entrust state functions to the

Central Government or its officers. That lacuna was found to be of practicable difficulty and provisions of Article 258 A were inserted in the Constitution. Thus it is evident that arena of union executive powers and the state executive powers are well defined.

60. Clause (8) of Section 3 of the General Clauses Act defines the Central Government in relation to administration of Union Territory, the Administrator thereof acting within the scope of authority given to him under Article 239 of the Constitution. Therefore, it is evident that Administrator of Government of N.C.T. Delhi has been defined to mean as Central Government to administer the Union Territory of Delhi. Hence for the limited purposes, provided in the Constitution, executive functions of the Central Government can be entrusted to Government of a State or its Officers. The Central Government would not be termed as the State Government, when those functions are being executed by the State Government or its officers. So executive power of the Union can be exercised, in certain matters by the State Government or its officers but in that situation too the Central Government would not be termed as the State Government. The special provisions referred above would not make the reference, made by the Central Government as the reference made by Government of N.C.T. of Delhi.

61. There is other facet of the coin. This Tribunal was constituted vide notification No. A-11 020/33/75-CL T dated 30-9-76. It was provided in the notification that the Tribunal has been constituted under the powers provided in sub-section (1) of Section 7-A of the Act, with its head quarter at New Delhi. Another notification was issued on that very date empowering the Tribunal to adjudicate applications moved in sub-section (2) of Section 33-C of the Act, in relation to the working employed in any industry in the Union Territory of Delhi, in respect of which the Central Government is the appropriate Government. Therefore, the Tribunal has been empowered to adjudicate industrial disputes in respect of which Central Government is the appropriate Government. As pointed out above, the appropriate Government in this case is the State Government. Under these circumstances this Tribunal cannot entertain the present dispute for adjudication, in respect of which appropriate Government is the State Government.

62. Since this Tribunal cannot invoke its jurisdiction to adjudicate the reference, hence the Tribunal refrains its hands from entering into the merits of the matter. The Central Government was not competent to make a reference of this dispute to this Tribunal. The parties should seek redressal at the appropriate forum. With these observations an award is, passed. It be sent to the appropriate Government for publication

Dated : 7-3-2011

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 27 जुलाई, 2011

का.आ. 2239.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल वेयरहाउसिंग कॉर्पोरेशन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 8/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-7-2011 को प्राप्त हुआ था।

[सं. एल-42011/1/2010-आई आर (डी यू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 27th July, 2011

S.O. 2239.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 8/2010) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the industrial dispute between the employers in relation to the management of Central Warehousing Corporation and their workman, which was received by the Central Government on 27-7-2011.

[No. L-42011/1/2010-IR (DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Monday, the 18th July, 2011

Present: A.N. JANARDANAN Presiding Officer

Industrial Dispute No. 8/2010

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Central Warehousing Corporation and their Workman)

BETWEEN

The Working President : 1st Party/Petitioner Union
Central Warehousing Corporation
Workers Union,
F1, Malavika Apartments,
Shankarlal Jain St. Nehru Nagar,
Chrompet,
Chennai-600044

Vs.

The Regional Manager : 2nd Party/Respondent
Central Warehousing Corporation
4, North Avenue,
Srinagar Colony,
Saidapet
Chennai-600015

APPEARANCE

For the 1st Party/Petitioner Union : Sri G. Annadurai,
Advocate

For the 2nd Party/Management : M/s P.O. Audikesavalu,
Advocate

AWARD

The Central Government, Ministry of Labour vide its Order No. L-42011/1/2010-IR (DU) dated 15-03-2010 referred the following industrial dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the demand of the Central Warehousing Corporation Workers Union for restoring the seniority of Sri M. John w. e. f. 08-02-1993 i. e. the date of his promotion, is legal and justified? If yes, what relief the workman is entitled to?”

2. After the receipt of industrial dispute, this Tribunal has numbered it as ID 8/2010. Pursuant to notice under RPAD, both sides entered appearance through their advocates and filed Claim and Counter Statements as the case may be.

2. After the receipt of industrial dispute the referred ID was taken on file as ID No. 8/2010 and issued notices to both sides. Both sides entered appearance through their respective counsel and filed their Claim and Counter statement as the case may be.

3. The averments in the Claim Statement bereft of unnecessary details are as follows:

The case of the Respondent Management is that Sri M. John's request to restore his seniority in the post of Warehouse Assistant Grade-I could not be considered because he was awarded the penalty of censure and was not exonerated and therefore the proceedings of the DPC which were kept under sealed cover shall not be acted upon and his seniority could not be restored. As per Govt. order in force w.e.f. 30-08-1990 which is clarificatory, it is stated that after the expiry of period of penalty the official concerned will be promoted from the same panel in which he was originally empanelled. Consequent on his promotion his pay and seniority in the higher post will be fixed according to his position in the panel from which he is promoted. The Competent authority promoted Sri M. John w.e.f. 08-02-1995 and accordingly he should have been given seniority as per the panel of his promotion kept in the sealed cover and promoted him but the requisite number was not given as appeared in the original DPC. The CWC (Staff Regulation), 1986 notified under its regulation No. 59 that censure is a minor penalty which was imposed on Sri M. John. Regulation No. 17:1 notified under the heading “Seniority on reduction as Penalty” provides that the seniority of an employee whose pay even is reduced in the same time-scale as a result of disciplinary action will not be affected by such order i.e.

such seniority. It is thus clear that seniority shall not adversely affect even in the case of reduction of pay in the same scale is higher than the penalty of "censure". Hence the denial of CWC's Management for not restoring his seniority has no justice or logic. If there is no provision that the seniority of the employee who has been imposed on such major penalty shall not affect and when there is a question that the seniority of such employee who has been imposed censure which is the last minimum penalty shall affect on his promotion. Decision for non-restoration of seniority is therefore unjustified. His representations for the same were in vain. Due to erroneous action in holding the DPC Sri M. John was promoted and subsequently denied his appropriate seniority in the promoted cadre and therefore about 400 juniors superseded him as seniors. He is also drawing one increment lesser than his juniors with heavy financial loss. All the benefits on promotion except seniority were granted to him. The DPC for promoting Sri M. John to the post of WA-I was held during 1990. As there was a pending vigilance case against him his name was kept in the sealed cover with a decision to promote him on outcome of referred vigilance proceedings. He was promoted in February 1995. His seniority in the promoted cadre needs to be given from the seniority number appeared in the original DPC of 1990 but it was not given. Hence the claim for restoration of seniority.

4. The Counter Statement allegations briefly read as follows:

The workman Sri M. John while was Warehouse Assistant, Grade-II was suspended on 30-12-1989 and charge-sheeted on 24-04-1990 culminating in his censure on 20-09-1994. Due to the pendency of the disciplinary proceedings the DPC held on 15-11-1990 placed his promotion claim as claim to Grade-I in sealed cover according to extant rules. In view of the same his promotion could be effected in the DPC Special Meeting held on 08-02-1995 after the completion of disciplinary proceedings against John. He was decided to be promoted with effect from that date. He ought to have been actually promoted only w.e.f. 24-06-1996 when the regular meeting of the DPC was held after the disciplinary proceedings were over and next set of employees was given promotion as per extant rules in force. It was as a humanitarian gesture he was given the earlier date of promotion i.e. 08-02-1995. These facts depict the true state of affairs and the contra allegations are denied. Under Clause-17.9 of OM No. 22011/5/86(Estt.) dated 10-04-1989 of the Department of Personnel and Training of the Government of India applicable to the employees of the Respondent Corporation which reads as "the employee who has been imposed penalty of censure should be considered for promotion by next DPC to be held in normal course". The impugned decision declining to promote him from 15-11-1990 when disciplinary proceedings resulting the imposition of minor penalty of

censure were pending is in accordance with the aforesaid OM. Petitioner is guilty of latches and inordinate delay for the claim. The claim is to be dismissed.

5. Points for consideration are:

- (i) Whether demand for restoration of seniority of Sri M. John w.e.f. 8-2-1995 i.e. date of his promotion is legal and justified?
- (ii) To what relief is the concerned workman entitled?

6. Evidence consists of the testimony of WW1 and Ex.W1 to Ex.W13 on the petitioner's side and the oral evidence of MW1 and Ex.M1 on the Respondent's side.

Points (i) & (ii)

7. Heard both sides. Perused the records, documents and written arguments on behalf of the Respondent. It was argued on behalf of the petitioner that under Staff Regulation No. 17 his seniority should have been kept intact though he was promoted only on 8-2-1995 after the culmination of the disciplinary proceedings which were then pending against him on the date when the DPC met on 15-11-1990. He was only imposed with a minor penalty of censure. His seniority is pushed down below his juniors and he is placed below his juniors. Ex. W6 letter is applicable to him not in the production line also.

8. Counter arguments on behalf of the Respondent are that he has an issue in relation to seniority with antiquity as back to 1995 raised only in 2007. Seniority in a post can only be from the date of promotion. Censure is a penalty, though captioned under minor. If petitioner were exonerated he would have been restored to his original seniority. Once the punishment is imposed, sealed cover cannot be opened. Usually there is no right for promotion to the holder of a post, there is only a right for consideration for promotion. If punishment given DPC's prior decision, whatever cannot be acted upon. After having accepted the promotion then and there now he has come forward with delayed dispute raised in the ID. Rule-17 does not consider impact of punishment. Whenever questions similar to those on hand are under consideration the persons likely to be affected are also to be heard. For non-joinder of necessary parties also the ID is bad. The dispute is raised in the guise of mere seniority dispute but it is actually not so innocent. The persons likely to be affected who stood promoted prior to the workman should have been in the array of the parties duly impleaded. The fact that the petitioner has had a good CR is an extraneous consideration not relevant to the context. When in as much as in 1995 the seniority was not questioned the same cannot be done at this later point of time. The ID is not maintainable also for the reason that the Union cannot espouse the cause of the workmen. There ought to be a guarantee that when the cause of an individual workman in relation to

seniority is espoused by a Union the other members of the same Union are not affected. When the workman got another promotion also after the promotion the seniority in respect of which is in challenge now, the claim is speculative. After his promotion in 1995 he has come on the proper track in terms of seniority. The claim is only to be dismissed.

9. On a consideration of the contentions on either side with reference to the records and documents, I am convinced that petitioner's claim for restoration of seniority is unfounded. He appears to seek shelter under a provision in disregard of the impact of disciplinary proceedings on its final outcome. Therefore he is not entitled to the demand for restoration of seniority which is not legal and justified.

10. The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 18th July. 2011)

A.N. JANARDANAN, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner Union : WW1, Sri M. Join

For the 2nd Party/Management : MW1, Sri A. T. Sankar

Documents Marked:

From the Petitioner's side

Ex.No.	Date	Description
Ex.W1	30-12-1989	Joined the CWC on 19-09-1978 as A-II and suspended for certain disciplinary proceedings by the Respondent.
Ex.W2	24-04-1990	Charge-Sheet
Ex.W3	05-06-1991	Respondent revoking the suspension order.
Ex.W4	05-09-1994	Conclusion of Disciplinary Proceedings.
Ex.W5	-	Disciplinary Authority dealing with the case of the petitioner and concluded by imposing a penalty of censure which is mildest form of punishment.
Ex.W6	04-06-1990	Letter of the Disciplinary Authority not adhering to time frame to conduct the disciplinary proceedings within 3 months from the date of enquiry order.
Ex.W7	-	Copy of the provisions contained in Regulation Nos: 17.1 of the CWC (Staff Regulation 1986) mentioning that the seniority of the employees

whose pay is reduced in the same time scale as a result of the disciplinary action will not be affected by such order.

Ex.W8	24-07-1998	Copy of the decision vide letter no CWC/I-8383/Estt.
Ex.W9	30-08-1990	Circular No. NGE/38/1990(497-N)2/39-90 showing that after the expiry of period of penalty, the official concerned will be promoted from the same panel in which he was originally empanelled. On promotion the pay and seniority in the higher post will be fixed according to his position in the panel from which the official is promoted.
Ex.W10	06-03-2006	Letter No. CWC/I-8383/Estt. showing the ratification of all such erroneous action taken by the Regional Manager, CWC, R.O. Chennai except to give a seniority to the official.
Ex.W11	18-04-2007	Copy of the citation 2007-5-SCC-425 wherein SC has pronounced in its order that claim of the petitioner for his promotion who was imposed a minor penalty of "censure" with retrospective promotions on the basis of sealed cover recommendations, therefore rejected.
Ex.W12	19-11-1990	Copy of the Departmental Promotion Committee (DPC) for promotion for the post of Warehouse Assistant Grade-II to Grade-I.
Ex.W13	30-04-2010	Copy of the Seniority List of Junior Superintendents wherein the petitioners name figures at S.No 538.

From the Management's side

Ex.No.	Date	Description
Ex.M1	10-04-1989	True copy of OM No. 22011/5 86 produced on behalf of the petitioner and relied on in support of Respondent's case.

नई दिल्ली, 27 जुलाई, 2011

का.आ. 2240.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इण्डियन इंस्टिट्यूट ऑफ ट्रोपिकल मिटिओरोलॉजी के प्रबंधन के संयुक्त नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक

विवाद में औद्योगिक अधिकरण, पुणे के पंचाट (संदर्भ संख्या 15/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-7-2011 को प्राप्त हुआ था।

[सं. एल-42012/40/2006-आई आर (डीयू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 27th July, 2011

S.O. 2240.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 15/2006) of the Industrial Tribunal-cum-Labour Court, Pune shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Institute of Tropical Meteorology and their workman, which was received by the Central Government on 27-7-2011.

[No. L-42012/40/2006-IR (DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE MEMBER, INDUSTRIAL TRIBUNAL, PUNE AT PUNE

Reference (IT) No. 15/2006

Indian Institute of Tropical Meteorology
through its Admin Officer

Pashan,
Pune 411 008

... First Party

And

Rajendra Laxman Bayas
C/o Pune Labour Union
Nirmal Park 10th Floor
Flat No. 58 Dhankawadi
Pune - 43

... Second Party

Coram : Shri. K.W. Thakare

Appearances : Mr. Bhushan Tapasvi - Adv. for 1st Party
Mr. Sanjay Suryavanshi - Adv. for IInd Party

AWARD

(Delivered on this 30th day of June, 2011)

Government of India, Ministry of Labour by order dated 20-10-2006 referred this reference/dispute to this Tribunal with following schedule:

SCHEDULE

"Whether the action of the management of Indian Institute of Tropical Meteorology, Pune in terminating the services of their workmen Shri. Rajendra Bayas w.e.f. 19-4-2005 is legal and justified? If not, to what relief the workman concerned is entitled to?"

2. After receipt of reference, notices were sent to both the parties. Second Party workman has filed his

statement of claim at Exh. U-8. Claim of the Second Party is opposed and contested by the First Party by filing written statement at Exh. C-4. It is contended by First Party that the First Party is a society registered under the provisions of Societies Registration Act. It is an autonomous body and is engaged in the area of metallurgy (atmospheric sciences) as per the earth department of the Central Government and has its own sets of rule pertaining to its day to day activities, appointment etc. It is fully funded by Central Government and is under the administrative control of Ministry of Earth Sciences. It is not a profit making unit and not an Industry within the meaning of section 2(j) of Industrial Disputes Act, 1947. It is engaged in purely research is to acquire knowledge for the betterment of society and not with any intention of sale or to increase in sale and registered to frame preliminary issues.

3. This Tribunal has framed the following preliminary issues at Exh.O-5 on 30-6-2008 :

PRELIMINARY ISSUES

1. Whether the reference is tenable under law?
2. Whether the First Party is an Industry as defined u/s 2(j) of the Industrial Disputes Act, 1947?
3. What order and cost?
4. My answer to the above points with reasons are as under:
 - (1) No
 - (2) No
 - (3) As per order below.

REASONS

5. PRELIMINARY ISSUES NO.1 TO 3: Heard arguments of Advocate Shri Suryavanshi for the Second Party workman and Advocate Shri Tapasvi, for the First Party at length. I have carefully gone through the contents of statement of claim, written statement, schedule/order of reference, oral and documentary evidence produced by both the parties and argument advanced by both the learned counsel alongwith the citations cited before this Tribunal.

6. The Second Party workman has examined himself by filing affidavit in lieu of examination in chief at Exh. UW -1. He has stated that, the First Party has unnecessarily raised the question of Industry which is not legal, proper and has been taken only to delay the proceedings. The First Party used to give fellowship to others and used to take financial support from other Government, Semi Government organisation, employees of the First Party availing the benefits of Provident Fund, Overtime, Increments etc. Research work is one of the aim of the First party and for the same used to engage the services of number of employees. First Party is registered under the Societies Act. There are various departments in the First Party. He was working in Garden from 1-5-2003.

7. In cross-examination, Second Party has admitted the documents of the First Party with list at Exh. C-10 and exhibited as Exh. C-11 to Exh. C-15. He has admitted that he knows about the First Party that the Scientist working therein are doing the project work. He has denied the suggestion that Central Government is providing grant / fund to run the First Party Institute. He has admitted that Central Government has framed the rules and regulations in respect of number of employees, their nature of work and scope and jurisdiction of the First Party. He has admitted that the service conditions and Provident Fund deductions of the employees are being governed by the rules and regulations of the Central Government. He has admitted that there is no actual production work taken place in the First Party. He has admitted that the First Party is established for the research work mentioned at Page Nos. 2 and 3 of Exh. C-11 i.e. Annual Report of 2002-2003. He is not aware whether there is no intention of the First Party to get financial profit from the research work being carried out with the First Party. He has denied the suggestion that the First Party is not an Industry. In volunteers, he has stated that the First Party is getting funds and income from the guest house and therefore, it is an Industry. He has admitted that there is an prosecution in respect of the appointment of the employee with the First Party Institute.

8. As against this, the First Party Company has examined one Shri. Venkatachalam Gurusamy at Exh. CW-1. He has stated that the First Party Institute is a society registered under the provisions of the Societies Act. It is an autonomous body and is engaged in the area of metallurgy (atmospheric sciences) and therefore, the guidelines and supervision, control of the Ministry of Earth Sciences (MoES) of the Central Government. The First Party is having its own status of rules pertaining to day-to-day activities, appointment, retirement and other such benefits as applicable to its employees then as per the guidelines and circulars issued by Department of science and Technology and MoES, Government of India. The First Party is fully funded by the Central Government and is having under the Administrative Control of the Ministry of Earth Sciences. The First Party is not engaged in any business, trade, manufacturing activity and not getting any profit from the same. It is also not engaged in any action with the help of workmen or not engaged in manufacturing of any handicraft. The First Party is purely engaged in research in Atmospheric Science. The purpose of research is to acquire knowledge for the betterment of society. The First Party is doing all these activities not with any intention to sell or increase the same of the said research. Hence, the activity carried out by the First Party i.e. the IITM cannot be termed as "A Commercial Activity", and therefore, it is not an Industry as contemplated under section (J) of the Industrial Disputes Act, 1947. The First Party is also not engaged in manufacturing of any product, supply or distribution of goods nor providing any services

with a view to satisfy human wish or wants to get monetary benefits. It is purely scientific research institute working for getting knowledge for betterment of the society. The employees of the institute are employees of the Central Government and therefore, present reference is not maintainable. In cross-examination, he has stated that as per the record in the office, the Second Party workman was appointed as Gardener on daily wage basis. The employees who are appointed in the time scale on regular basis are governed by the provisions of Central Civil Services Rules. For the daily wagen, the First party has not framed the rules. He has no idea how many daily wage employees are working with the First Party. The First Party is an autonomous body and engaged in the area of atmospheric sciences (metallurgy). He has further stated that the First Party grants from the Central Government to run all the schemes together. He has stated that in the year 2011, total 31 non-technical maintainance staff are working with the First Party. The First Party is not giving any financial aid to anybody either in India or outside India. The First Party is not getting any funds from the Pune University. The First Party has maintained the guest house in the First Party at Pune to provide residential facility to the guest of the First Party and charging the guest for their stay as well as the food supplied to them other than the Government official. The First Party are charging the foreign delegates for food only. The First Party are not charging anything for giving community hall to outside party. The First Party is charging licence fees from the students as per the rate approved by the Government of India. He has admitted that the First Party has maintained a separate garden and the gardening work is given on outsource. He has admitted that the First Party is arranging seminars and workshops in respect of the research subject connecting to atmospheres. The First Party is not charging anything from the participants in the workshop or seminar. The learned counsel for the First Party, Shri Tapasvi relied on the following decisions:

(i) Sub Divisional Inspector of Post Vaikam and Others Vs. Theyyam Joseph reported in AIR 1996 SC 1271

"The welfare measures partake the character of sovereign functions and the traditional duty to maintain law and order is no longer the concept of the State. Directive principles of State Policy enjoin on the State diverse duties under Part IV of the Constitution and the performance of the duties is constitutional function. One of the duties of the State is to provide telecommunication service to the general public and an amenity, and so is one essential part of the sovereign functions of the State as a welfare State. Postal and Telecommunication department are not, therefore Industry."

(ii) Physical Research Laboratory Vs. K.G. Sharma reported in AIR 1997 SC 1855.

“Industrial Disputes Act (14 of 1947) S.2(j) Industry Physical Research Laboratory —Institution under Government of India's department of space—carrying on activity of research not for benefit or use of others — not engaged in commercial industrial activity —not an industry within meaning of S.2(j).”

9. It is argued by the learned counsel Shri. Suryavanshi, appearing on behalf of the First Party that the First Party is an Industry and the Second Party is a workman within the meaning of section 2(j) and section 2(s) of the Industrial Disputes Act, 1947 and therefore, the reference is maintainable. It is further argued by the learned counsel Shri. Suryavanshi that though the First Party has engaged in research work in atmospheric sciences but for that purpose the First Party has engaged the employees. The First Party is getting grants from the Government as well as from the other institute and therefore, it is an Industry and hence the reference is maintainable. As against this, it is argued by the learned counsel Shri. Tapasvi that the First Party is an autonomous body and has engaged in the area of meteorology (atmospheric sciences) having administrative control of the Central Government. The First Party has not engaged in any business through manufacturing activity and not getting any profit from the same. The First Party has purely engaged in the research of administrative sciences. Parties of the research used to acquire knowledge for the betterment of the society. The First Party is doing all these activities not with an intention to sell or increase the sale of the said research and therefore, it is not an industry within the meaning of section 2(j) of the Industrial Disputes Act, and hence, reference is not maintainable. I have carefully gone through the contents of the statement of claim and affidavit of the Second Party at Exh. UW-I. There is no averment in the statement of claim and in the affidavit that the First Party is an Industry within the meaning of Section 2(j) of the Industrial Disputes Act, 1947. In paragraph 2 of the statement of claim, the complainant has given nature of work to the First Party engaged in 150-200 scientist in various departments and to maintain the same, the First Party has engaged more than 250 staff employees and provisions of minimum wages, Provident Fund Act etc. are applicable to the First Party having Standing Order applicable to the First Party. But there is no averment that it is an industry within the meaning of Section 2(j) of the Industrial Disputes Act, 1947. I would like to cite the decision reported in 2006 Mh LJ 0838 2007-1 BCR Page 205 BOM HC between State of Maharashtra Vs. Presiding Officer Industrial Court, Nagpur wherein the Hon'ble High Court in paragraph 11 has observed:

“In so far as the First Party contention of the petitioner is concerned, it is not in dispute that the complainants have nowhere in the complaint averred regarding the establishment of the petitioner being

an Industry. The Apex Court in the case of State of Gurgaon Vs. P.N. Parmar (SUPRA) has held that before coming to the conclusion that the provision of the Industrial Disputes Act are applicable to the dispute between the workmen and establishment where he works, it is necessary that there has to be positive assertion regarding nature of duties discharged by the complainant as well as the job of the establishment where he had been recruited. So it has been held that there has to be positive assertion to the fact by the employees to the extent that establishment where he has been appointed as an Industry. It can thus be seen in the absence of said assertion, the condition necessary to involve directions under the Industrial Disputes Act would be lacking and thereby making any order passed in the proceeding without jurisdiction. It is also settled principle of law that the order passed without jurisdiction is nullity. In paragraph 18, it has been observed by the Hon'ble High Court “In view of the letter of necessary assertion by the complainant and in view of the letter of placing necessary fact to establish that the present petitioner were industry, I find that the complaint were not tenable in view of the Judgment of the Apex Court in the case of P. N Parmar (SUPRA) and of the Divisional Bench of this court in the case of H.D. Waghebari (SUPRA).”

10. In the Judgment cited by the First Party i.e. Physical Research Laboratory Vs. K.G. Shama reported in AIR 97 Supreme Court 1855 -

“7. The question: What is an Industry under the Industrial Disputes Act? has been answered by this court in Bangalore Water Supply Case (AIR 1978 SC 548) (SUPRA) as under:

[I]

140. Industry as defined in Section 2(j) and explained in Banerji (SUPRA) has a wide import,

(a) Where (i) systematic activity, (ii) organised by co-operation between employer and employee (the direct and substantial element is chimerical) (ii) for the production and / or distribution of goods and services calculated to satisfy human wants and wishes (not spiritual or religious but inclusive of material things or services geared to celestial bliss e.g. Making on a large scale prasad or food) prima facie, there is an industry in that enterprises.

(b) Absence of profit motive or gainful objective is irrelevant, be the venture in the public, joint, private or other sector.

(c) The true focus is functional and the decisive test is the nature of the activity with special emphasis on the employer-employee relations.

(d) If the organisation is a trade or business it does not cease to be one because of philanthropy animating the undertaking.

[II]

141. Although Section 2 (j) uses words of the widest amplitude in its two limbs, their meaning cannot be magnified to overreach itself.

(a) “Undertaking” must suffer a contextual and associational shrinkage as explained in Banerji (SUPRA) and in this Judgment. So also, service calling and the like. This yields the inference that all organised activity possessing the triple elements in I (supra), although not trade or business, may still be industry provided the nature of the activity viz. ‘the employer-employee basis, bears resemblance to what we find in trade or business, may still be industry provided the nature of the activity viz., the employer-employee basis, bears resemblance to what we find in trade or business. This takes into the fold of industry undertakings, callings any services, adventures analogous to the carrying on the trade or business. All features other than the methodology of carrying on the activity viz., in organising the co-operation between employer and employee may be dissimilar. It does not matter, if on the employment terms there is analogy.

[III]

142.

Application of these guidelines should not stop short of their logical reach by invocation of creeds, cults or inner sense of incongruity or outer sense of motivation for or resultant of the economic operations. The ideology of the Act being industrial peace, regulation and resolution of industrial disputes between employer and workmen, the range of this statutory ideology must inform the reach of the statutory definition. Nothing less, nothing more.

(a) The consequences are professions, clubs, educational institutions, co-operatives, research institutes, charitable projects and other kindered adventures. If they fulfil the triple tests listed in I (supra) cannot be exempted from the scope of Section 2(j).

(b) A restricted category of professions, clubs, co-operatives and even gurukulas and little research labs., may qualify for exemption, if in simple ventures, substantially and going by the dominant nature criterion substantively no employees are entertained are hired without destroying the non-employee character of the unit.

(c) If, in a pious or altruistic mission many employ themselves free or for small honorarial or like return,

mainly drawn by sharing in the purpose or cause, such as lawyers, volunteering to run a free legal service, clinic or doctors serving in their spare hours in a free medical centre or ashramites working at the bidding of the holiness, divinity or like central personality and the services are supplied free or at nominal cost and those who serve are not engaged for remuneration or on the basis of master and servant relationship then the institution is not an industry even if stray servants, manual or technical are hired. Such eleemosynary or like undertakings alone are exempt—not other generosity, compassion, developmental passion or project.

IV.

143.

The dominant nature test:

“(a) Where a complex of activities, some of which qualify for exemption, others not, involves employees on the total undertakings, some of whom are not workmen as the University of Delhi case (supra) or some departments are not productive of goods and services, if isolated, even then the predominant nature of the services and the integrated nature of the departments as explained in the Corporation of Nagpur (supra) will be the true test. The whole undertaking will be industry although those are not workmen by definition may not benefit by the status.

(b) Notwithstanding the previous clauses sovereign functions strictly understood (alone) qualify for exemption, not the welfare activities or economic adventures undertaken by Government or statutory bodies.

(c) Even in departments discharging sovereign functions, if there are units which are industries and they are substantially severable, then they can be considered to come within Section 2(j).

(d) Constitutional and competently enacted legislative provisions may well remove from the scope of the Act categories which otherwise may be covered thereby.”

8. Therefore, the question whether PRL is an industry under the I.D. Act will have to be decided by applying the above principles, but at the same time it has to be kept in mind that these principles were formulated as this Court found the definition of the word ‘industry’ as vague and rather clumsy vaporous and tall and dwarf. Therefore, while interpreting the words undertaking calling and service which are of much wider import, the principle of *noscitur a sociis* was applied and it was held that they would be industry only if they are found to be

analogous to trade or business. Furthermore, an activity undertaken by the Government cannot be regarded as Industry if it is done in discharge of its sovereign functions. One more aspect to be kept in mind is that the aforesaid principles are not exhaustive either as regards what can be said to be sovereign functions or as regards the other aspects dealt with by the Court.

11. With respect to research institutes this Court in Bangalore Water Supply has observed as under :

"Does research involve collaboration between employer and employee? It does. The employer is the institution, the employees are the scientists, para-scientists and other personnel. Is scientific research service ? Undoubtedly it is. Its discoveries are valuable contributions to the wealth of the nation. Such discoveries may be sold for a heavy price in the industrial or other markets. Technology has to be paid for any technological inventions and innovations may be patented and sold. In our scientific and technological age nothing has more case value, as intangible goods and invaluable services than discoveries. For instance, the discoveries of Thomas Alva Edison made him fabulously rich. It has been said that his brain had the highest cash value in history for he made the world vibrate with the miraculous discovery of recorded sound. Unlike most inventors, he did not have to wait to get his reward in heaven, he received it munificently on this gratified and grateful earth, thanks to conversion of his inventions into money a plenty. Research benefits industry. Even though a research institute may be a separate entity disconnected from the many industries which funded the institute itself, it can be regarded as an organisation, propelled by systematic activity modelled on co-operation between employer and employee and calculated to throw up discoveries and inventions and useful solutions which benefit individual industries and the nation in terms of goods and services and wealth. It follows that research institutes albeit run without profit motive are industries."

12. PRL is an institution under the Government of India's Department of Space. It is engaged in pure research in space science. What is the nature of its research work is already stated earlier. The purpose of the research is to acquire knowledge about the formation and evolution of the Universe but the knowledge thus acquired is not intended for sale. The Labour Court has recorded a categorical finding that the research work carried on by PRL is not connected with production, supply or distribution of material goods or services. The material on record

further discloses that PRL is conducting research not for the benefit or use of others. Though the results of the research work done by it are occasionally published they have never been sold. There is no material to show that the knowledge so acquired by PRL is marketable or has any commercial value. It has not been pointed out how the knowledge acquired by PRL or the results of the research occasionally published by it will be useful to persons other than those engaged in such type of study. The material discloses that the object with which the research activity is undertaken by PRL is to obtain knowledge for the benefit of the Department of Space. Its object is not render services to others nor in fact it does so except in an indirect manner.

13. it is nobody's case that PRL is engaged in an activity which can be called business, trade or manufacture. Neither from the nature of its organisation nor from the nature and character of the activity carried on by it, it can be said to be an undertaking analogous to business or trade. It is not engaged in a commercial/industrial activity and it cannot be described as an economic venture or a commercial enterprise as it is not its object to produce and distribute services which would satisfy wants and needs of the consumer community. It is more an institution discharging Governmental functions and a domestic enterprise than a commercial enterprise. We are, therefore, of the opinion that PRL is not an industry even though it is carrying on the activity of research in a systematic manner with the help of its employees as it lacks that element which would make it an organisation carrying on an activity which can be said to be analogous to the carrying on of a trade or business because it is not producing and distributing services which are intended or meant for satisfying human wants and needs, as ordinarily understood."

11. I have carefully gone through the above citations. There is no dispute between the parties that the First Party is a research institute in the area of atmospheric sciences i.e. Metallurgy under the control of earth sciences. The Second Party in his cross-examination has admitted that the scientists working with the First Party are doing the project work. He has admitted that the Central Government has framed the rules and regulations in respect of number of employees, their nature of work and scope and jurisdiction of the First Party. He has admitted that there is no actual production of work taken place in the First Party. He has admitted that the First Party Institute is established for research work mentioned in Paragraph Nos. 2 and 3 of Exh. C-11 i.e. Annual Report of 2002-2003. The Second Party has not produced any documentary evidence to show that the research work is being done by

the First party to get monetary profit. It appears from the evidence produced by the First Party that the performance of the research is to acquire knowledge for the betterment of the society and not with any such intention to sell or to increase the sale of the said research. It has not engaged in any commercial activity. The Second Party has tried to show that the First Party has maintained the guest house and charged the fees from the visitors. But that is not sufficient to come to the conclusion that the First Party is an Industry within the meaning of section 2(j) of the Industrial Disputes Act, 1947. In the case of Physical Research Laboratory, the said institute was under the Government of India and engaged in pure research of space sciences and the parties of the research has to acquire knowledge about the formulation and evaluation of the universe but the knowledge, its acquire is not intended for sale. In this case also, the main parties of research of the First Party is for understanding and prediction of the monsoon rainfall on short, medium and long range time scales and also for understanding and prediction of meso-scale systems including tropical cyclones and the objectives of the First Party are shown in annual report of 2002-2003 i.e. Page No. 5 :

“(i) Study of meso-scale systems and meso-scale modelling.

(ii) Study of planetary boundary layer characteristics using LASPEX and BOBMEX data.

(iii) Application of satellite data in weather forecasting.

(iv) Tele-connections of monsoon variability over South and East-Asia.

(v) Inter-annual and decadal scale summer monsoon variability over India and its association with El Nino Southern Oscillation, North Atlantic Oscillation, Eurasian/Himalaya Snow cover and Indian Ocean Dipole.

(vi) Study of the intra-seasonal variability of rainfall and heat sources over India.

(vii) Study of energetics of waves and wave to wave interaction.”

The said research work has been carried out by the First party not being the sale of the same technology in the market or getting profits from the third party but it is clearly the work in the custody of the society and therefore, the First Party cannot be termed as Industry within the meaning of section 2(j) of the Industrial Disputes Act, 1947 and hence I answer Issue No.2 in the negative. In the light of the Issue No.2 in the negative, the reference is not maintainable under the Industrial Disputes Act before this Tribunal and hence I answer Issue No.1 in the negative. In the light of answer to Issue Nos. 1 and 2 in the negative, the reference is answered in the negative as not maintainable. Hence, I proceed to make following award:

ORDER

1. The reference is not maintainable under the provisions of Industrial Disputes Act, 1947.
2. The First Party is not an Industry within the meaning of section 2(j) of the Industrial Disputes Act and therefore reference is answered in the negative and not maintainable.
3. Parties to bear their own costs.

Place : Pune

Date : 30-6-2011

K.W. THAKARE, Member, Industrial Court, Pune

नई दिल्ली, 27 जुलाई, 2011

का.आ. 2241.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूको बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 109/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2011 को प्राप्त हुआ था।

[सं. एल-12012/86/1995-आई आर(बी- II) :
रमेश सिंह, डेस्क अधिकारी]

New Delhi, the 27th July, 2011

S.O. 2241.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 109/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of UCO Bank and their workman, which was received by the Central Government on 21-7-2011.

[No. L-12012/86/1995-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present:

Shri J. Srivastava,

Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

Tr. Industrial Dispute Case No. 109/2001
Date of Passing Award -17th June, 2011

Between:

The Management of the Manager,
United Commercial Bank,
At/Po. Kantilo,
Dist. Nayagarh (Orissa)

... 1st Party-Management.

AND

Their workman Shri Sanjay Kumar Barik,
S/o Shri Debraj Barik,
At/PO Kantilo,
Narendrapurpatna,

Dist. Nayagarh, Orissa ...2nd Party-Workman

APPEARANCES:

M/s. S.N. Pattnaik Advocate. : For the 1st Party-
Management

M/s. B.C. Bastia, Advocate : For the 2nd Party-
Workman

AWARD

The Government of India in the Ministry of Labour has referred an industrial dispute existing between the employers in relation to the Management of UCO Bank and their workman in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 vide their letter No. L-12012/86/95-IR (B-II), dated 5-7-1996 and 26-7-1996.

2. The dispute, as referred to, has been mentioned in the schedule of the letter of reference which is reproduced below:-

"Whether the action of the management of UCO Bank, Kantilo, Dist. Nayagarh (Orissa) in terminating the services of Shri Sanjay Kumar Barik, Part-time Sweeper w.e.f. 28-8-1993 is legal and justified? If not, what relief is the said workman entitled to?"

3. The 2nd Party workman filed his statement of claim and alleged that he was engaged as a part time sweeper on 1/3rd scale of pay under the UCO Bank, Kantilo Branch, Nayagarh w.e.f. 19-1-1991 against a permanent vacancy of one Shri Sridhar Barik who was absorbed as a peon and posted at Ranpur Branch of the UCO Bank. He rendered uninterrupted and continuous service from 19-1-1991 to 28-8-1993. Then he was illegally removed from service without any notice or cause. There was no stigma of any kind during his service career. He rendered more than 240 days of service during a period of 12 calendar months preceding the date of his illegal termination without following the principles of natural justice and provisions of Section 25-F of the Industrial Disputes Act. The 1st Party-Management to fill up the vacancy of sweeper had called for the names of candidates through Employment Exchange. The 2nd Party-workman also appeared in the interview on 29-7-1993 but unfortunately another person named as Shri Satyaban Mallick was appointed against the vacancy ignoring the claim of the 2nd Party-workman. On enquiry he was told that due to over qualification he could not be selected. Over qualification cannot be considered as disqualification rather it should have been preferred. The termination of his service on the ground of

higher qualification is neither legal nor justified. Hence he should be reinstated with full back wages and other consequential service benefits.

4. The 1st Party-Management refuting the claim of the 2nd Party-workman has stated that one Shri Sridhar Barik was initially engaged as part time Sweeper on 1/3rd scale basis. He was later-on selected as a peon through direct recruitment and joined at Ranpur branch. On his vacancy the 2nd Party-workman was engaged on his personal approaches as part time Sweeper with effect from 19-1-1991 on daily wage basis and was paid intermittently for the days of his work on vouchers. At the time of initial engagement of the 2nd Party-workman one Shri Bijaya Kumar Pattnaik also offered himself to work as a temporary part time Sweeper. Since the requirement was only for one Sweeper at Kantilo branch both of them were engaged intermittently on mutual adjustment one after another. There were distinct breaks in their engagement and the maximum period of their engagement never exceeded six days continuously. In the year 1992-93 steps for filling up the post of one permanent part time Sweeper on 1/3rd scale in Kantilo branch were taken and the names of eligible candidate were called for from local Employment Exchange. As per bank guidelines educational qualification for the post of sweeper was prescribed class-VI and the persons having higher qualification were not eligible. Nine persons including the name of the 2nd Party-workman were sponsored by the local Employment Exchange, Nayagarh, after which due test was conducted. In the said test Shri Satyaban Mallik secured the highest marks and was selected and appointed as permanent part-time sweeper on 1/3rd scale of pay at Kantilo branch. During the course of selection process it was noticed that the school leaving certificate produced by the 2nd Party-workman has certain interpolations for which the matter was verified and it was found that Shri Barik has actually passed M.E. School examination equivalent to class-VII in the year 1983. Shri Barik on being questioned gave voluntary written statement that he had himself tampered with the school leaving certificate. Prior to joining of the selected candidate, Shri Satyaban Mallik the 2nd Party-workman did not come to work after 28-8-1993 and offered himself for work at any point of time thereafter. Therefore the other person, namely, Shri Bijaya Kumar Pattnaik who along with the 2nd Party-workman had been working intermittently as part time sweeper on daily wage basis was engaged from 30-8-1993 to 4-9-1993. The 2nd Party-workman was not refused to work, therefore the question of his termination does not arise. Further there was no scope for engagement of either of the casual employees including the 2nd Party-workman after the joining of Shri Satyaban Mallick. The engagement of the 2nd Party-workman was intermittent and on casual and daily wage basis and had no continuity of service. Hence his claim is liable to be rejected being devoid of merit.

5. On the pleadings of the parties following issues were framed.

ISSUES

(1) Whether the action of the management of UCO Bank, Kantilo, Dist. Nayagarh, (Orissa) in terminating the services of Shri Sanjay Kumar Barik, Part-time Sweeper w.e.f. 28-8-1993 is legal and justified?

(2) To what relief, if any, the said workman is entitled?

6. The 2nd Party-workman Shri Sanjay Kumar Barik has examined himself as W.W.-1 and proved three documents marked as Ext.-1 to Ext.-3.

7. The 1st Party-Management has examined two witnesses namely Shri Gopal Mohapatra as M.W.-1 and Shri Laxmi Narayan Swain as M.W.-2 and proved certain documents marked Ext.-A, A/1, B, B/1 to B/67, C and D.

FINDINGS

ISSUE NO. 1

8. Admittedly the disputant workman Shri Sanjay Kumar Barik worked with the 1st Party-Management as part time sweeper on daily wage basis from 19-1-1991 to 28-8-1993. He was paid daily wages at the rate of Rs. 10. According to the disputant workman he was terminated from service by a verbal order of the Manager of the concerned branch of the Bank on 28-8-1993 but the version of the 1st Party-Management is that the disputant workman did not turn up for work after 28-8-1993 meaning thereby that he suo moto left over the job. The disputant workman in his evidence has stated that he continuously worked from 19-1-1991 to 28-8-1993 but he no-where has stated that he worked with the 1st Party-Management for 240 days during a period of 12 calendar months from the date preceding his disengagement. On the other hand, the 1st Party-Management has stated that one Shri Bijaya Kumar Pattnaik was also engaged as a temporary part time sweeper intermittently along with the disputant workman on mutual adjustment of both of them. There were distinct breaks in their engagement which was one after another and the period of their engagement did not usually exceed six days at a time. This fact was proved by the Management witness no. 2 Shri L.N. Swain in his evidence. He has deposed that the "two part time workers were engaged in alternate weeks. One of them is Sanjay Barik the other is Bijay Kumar Pattnaik. No appointment order was issued to them. The part time workmen were being paid daily wage of Rs. 10 on each week. They were being paid against vouchers in cash. These are the vouchers marked Exts.-B to Ext.-B/67 under which payment was made to the second party-workman". He has further deposed that "the second party-workman did not put in 240 days of continuous employment with us". On perusal of the vouchers Ext.-B to Ext.-B/67 it is revealed that the payment of daily wages to the 2nd Party-workman was usually made weekly and the payment was not made for all the days falling between 19-1-1991 to

28-8-1993 but it was made for intermittent engagement of the 2nd Party-workman for the days of work. These vouchers do not prove that the 2nd Party-workman had worked for 240 days in a period of 12 calendar months from the date preceeding his disengagement. The 2nd Party-workman has filed a certificate of the UCO Bank dated 5th October, 1993 marked as Ext.-3 which certifies that he had worked as a sweeper on casual basis in the UCO Bank Kantilo Branch from 19-1-1993 to 28-8-1993 but it does not mention that the 2nd Party-workman has worked in the branch continuously for a period from 19-1-1991 to 28-8-1993. Hence it cannot be taken as granted that the 2nd party-workman had worked under the 1st Party-Management as a part time sweeper continuously from 19-1-1991 to 28-8-1993, particularly in view of the evidence of M.W.-1 Shri L.N. Swain who happened to be the Manager of the Kantilo Branch from September, 1992 to April, 1995. Therefore the 2nd Party-workman is not entitled to the protection and benefit of Section 25-F of the Industrial Disputes Act, 1947. He was a casual worker and his services could be terminated any time without notice or assigning any cause. The post against which he was said to had been working as part time sweeper had already been filled by due process of selection and the 2nd Party-workman cannot complain against it because he was not selected due to over educational qualification and also for making interpolation in the school leaving certificate. This fact was also admitted by him in his application dated 12.8.1993 marked as Ext.-A. However, the matter of his non-selection in the interview cannot be adjudicated upon in this reference as no such point of dispute has been referred for adjudication to this Tribunal by the Government of India. The 2nd Party-workman was not given employment by any written order or letter of the 1st Party-Management nor his disengagement or alleged termination was given effect to by any written order of the 1st Party-Management. The 1st Party-Management has categorically stated that the 2nd Party-workman did not turn up for work after 28-8-1993 presumably for his voluntarily leaving the job. Therefore the action of the Management of UCO Bank, Kantilo, Dist. Nayagarh, Orissa in terminating the services of the 2nd Party-workman as part time sweeper with effect from 28-8-1993 cannot be questioned and it has to be held as legal and justified. This issue is accordingly decided against the 2nd Party-workman and in favour of the 1st Party-Management.

ISSUE NO. 2

9. Since the action of the 1st Party-Management in terminating the services of the 2nd Party-workman has been held as legal and justified, the 2nd Party-workman is not entitled to any relief.

10. Reference is answered accordingly.

Dictated & Corrected by me.

J. SRIVASTAVA, Presiding Officer

नई दिल्ली, 27 जुलाई, 2011

का.आ. 2242.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 177/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2011 को प्राप्त हुआ था।

[सं. एल-12012/358/1996-आईआर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 27th July, 2011

S.O. 2242.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 177/1997) of the Central Government Industrial Tribunal/Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Allahabad Bank and their workman, which was received by the Central Government on 21-7-2011.

[No. L-12012/358/1996-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute Case No. 177 of 1997

Between

Kamlesh Kumar Mishra son of Ramdhani Mishra,
C/o Ramapati Tripathi House No. WA-36 Roadways Colony,
Rawatpur, Kanpur

And

The Assistant General Manager,
Allahabad Bank Regional Office
Swarup Nagar,
Kanpur.

AWARD

1. Central Government, Mol, New Delhi vide notification No. L-12012/358/96/IR (B-II) dated 29-08-97, has referred the following dispute for adjudication to this tribunal.

2. Whether Kamlesh Kumar Mishra son of Ramdhani Mishra is a workman or not? If yes then without following the I. D. Section 25F, termination of Kamlesh Kumar Mishra is legal and justified? If not to what relief the workman is entitled?

3. Brief facts are —

4. It is alleged by the claimant that he was interviewed by Assistant General Manager, Allahabad Bank, AGM Office Swarup Nagar, Kanpur, and directed to report Manager Allahabad Bank, Extension Counter (Vistar Patal Branch) Sarvodaya Nagar Kanpur which was newly established. Manager Sri R.N. Kapoor of Allahabad Bank, Extension Counter Swaraj Ashram Sarvodaya Nagar, Kanpur, directed the applicant to join duties with effect from 5-7-93 as peon. The post of the peon in the said branch is of permanent nature and the appointment of the applicant was on clear and permanent vacancy. The claimant has been working under the control and supervision of the manager of extension counter of the said bank and he was required to maintain and do entries in different registers maintained in the bank for which the manager has been directing besides other work of peon which the applicant had been performing. It is alleged that the bank manager instead of several request not entered the name of the applicant in the attendance register of the extension counter of the said branch and kept the applicant on daily wages off the record. Some time he was getting direction of the manager in writing. He was receiving payment through cash counter but the cash vouchers were prepared by the manager in different heads and the name of the applicant was not mentioned in the payment voucher and in some of the voucher the signature of the applicant is obtained and is in possession of the opposite party. He was receiving payment weekly on daily wages basis. Previously he was getting his wages at Rs. 150 per week and in consideration to his sincerity of work this payment was raised from time to time and at the time of retrenchment/deprivation of work he was getting Rs. 330 per week as wages/salary from the opposite party extension counter of the said bank up to 28-3-95 and thereafter he was getting these payment from branch manager Swarup Nagar Branch of the said bank till the date of his termination/deprivation of work. He requested the manager to regularize his services but the manager put off the matter with assurance to consider afterwards.

5. All of a sudden Chief Manager of Swarup Nagar Branch of the said bank called the applicant on 29-03-95 and transferred the services of the applicant from the Extension Counter to Swarup Nagar Branch of the bank. The transfer order was verbal and the officer refused to give any order in writing though requested by the applicant. The post of peon at extension counter of the said bank was a permanent nature and on the transfer of the applicant Sri Ram Prasad peon of Swarup Nagar Branch of the said bank was directed to report duty at Extension Counter of the said bank at Sarvodaya Nagar in place of the applicant on his transfer. Sri Ram Prasad joined the Extension counter on 29-3-95 and still working in the said extension counter of the bank. He continued to perform his duties at Swarup Nagar Branch of the bank from 29-3-95 to 24-1-96 continuously. All of sudden on 24-1-96 on

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resuming duties at Swarup Nagar Branch of the Bank the Chief Manager called the applicant and without showing any reason retrenched the applicant. No order in writing was given or served on the applicant.

6. He objected illegal act of retrenchment of work by the chief manager, he was given no hearing contrary to it he was threatened and pressed to receive his wages/ salary up to 23-1-96 by the branch manager of Swarup Nagar Branch which he was compelled to take under pressure. he approached the chief manager and the manager of the opposite party bank for his reinstatement but they always put off the matter. Several letters were also written to the opposite party and lastly a registered letter dated 7-3-96 was also sent but the opposite party did not reply so he raised the industrial dispute for his reinstatement with back wages.

7. The bank manager from time to time also issued instructions and he had been making entries in the register and preparing type of statement, photocopy of slip dated 27-4-95 etc., are filed as annexure 1 to 4 with the claim statement and he confirms the genuineness of these annexure. He was also maintaining his personal diary on which he used to right the nature of work performed by the applicant. Photocopy of the said statement is annexure 4 filed with the claim statement. He confirmed the correctness of the entries being done by his hand writing as shown in the annexure. During his employment at extension counter he was required to sell the examination form of Kanpur University as per direction of the manager of the said extension counter, Scroll No. 79 dated 12-8-93, Scroll No. 80 dated 13-8-93 and so and so. Apart from the above mentioned specific work he had been entering and maintaining other register including saving account ledgers and current account ledger in the bank which are having writing of the claimant to show his performance of work continuously from the date his employment that is 5-8-93 till 24-1-96. During the course of hearing before the authority the applicant requested the authority to direct the opposite party bank to produce the register having proof and writing of the applicant to show as evidence of his employment but the bank not produced the documents though verbally asked by the authority. He was also maintaining the clearing register. This register was maintained and entries were made some time by the manager and some time by the claimant. Clearing register No. 1 with effect from 6-4-93 to 1-8-94 will show the entries made by the applicant on several dates, Long Book No. 1 from 26-10-93 to 22-11-94 is also having entries from the hand writing of the applicant which was sometime written by the manager and sometime by the applicant. He was also making entries of the pass books of different account holder and these pass book are also having the initial signature of the applicant.

8. After his retrenchment the opposite party made new appointments in the capacity of the peon in the bank

but he was not considered. It is stated that the service of the peon in the bank is transferable.

9. He also tried his best to get some job for his lively hood but he could not get success and he is out of employment till date.

10. Opposite party bank has not given any notice or notice pay in lieu of notice or retrenchment compensation before retrenching his services and as such the opposite party have breached the provisions of Industrial Disputes Act and as such the action of the bank becomes illegal.

11. Therefore, he has prayed that he should be reinstated with effect from 24-1-96 with continuity of service and other benefit.

12. Opposite party has filed the written statement denying the aversion made by the claimant. It is stated by them that the claimant was never interviewed by the AGM so he was never employed by the bank as peon. The duties enumerated by the claimant are such type of duties which are assigned to the clerical staff of the bank. It is also denied that he was ever paid wages through vouchers. Sir Ram Prasad has joined the bank as Peon- cum- Farrash on 26-4-79, was posted at our Swarup Nagar Branch, Kanpur with effect from 16-4-86 and is attached with extension counter Swaraj Ashram with effect from 10-1-96 and not with effect from 29-3-95 as alleged by the claimant.

13. As he was never employed so the question of retrenchment does not arise. He was never retrenched.

14. Allahabad Bank is a nationalized bank and the recruitment of staff is strictly governed by the provision of the bank. As such no official is competent to engage any person. It is alleged that the enclosure affixed by the claimant are planted and fabricated. It is also stated that Sri Kamlesh Kumar Mishra is related to Ram Chandra Pandey, the cashier of Khadi Gram Udyog of Swaraj Ashram where the bank has extension counter. The said cashier had since retired accordingly; Sri Kamlesh Kumar Mishra has easy access in the banks record.

15. Workman has also filed rejoinder wherein it is alleged by the claimant that the written statement filed by the bank is baseless and vague. It is also stated by him that Sri Ram Chandra Pandey was not related to him.

16. Both the parties have filed documentary as well oral evidence.

17. Claimant has adduced himself as W.W. I in oral evidence.

18. Statement of workman was recorded two times. One statement was recorded in 1998 and thereafter on 30-10-07.

19. Opposite party has adduced MW1 Sri Ram Prakash Sharma, Manager, Allahabad Bank as a witness.

20. I have heard the arguments and perused the records.

21. A.R. of the opposite party has raised preliminary as well as other objection on merits. On the preliminary side he has raised the objection that there is no date of termination in the reference so this reference should be treated as vague so the court should not decide the reference on merit.

22. He has produced a decision of Hon'ble High Court 2005 (104) FLR 893 in between Union Bank of India and Presiding Officer CGIT- cum- Labour Court Kanpur.

23. The authorized representative of the claimant has prayed that in the aforesaid decision the Hon'ble High Court has considered the cumulative finding of the court. It was also held and found by the Hon'ble High Court that burden to prove that the workman has worked for 240 days lies on the claimant. Similarly they have gone through the legality of reference order in which there was no date of termination. In that case the reference order was worked as follows :-

24. Whether the claim that he is entitled to be reinstated in service is justified ?

25. The Auth. Representative of the claimant prayed that in the present case the reference is worded as—

26. Whether Kamlesh Kumar Mishra is a workman or not? If yes then without following the I.D. Section 25 termination of Kamlesh Kumar Mishra is legal and justified? If not to what relief the workman is entitled?

27. The present reference is divided in three parts. First part of the reference is whether Sri Kamlesh Kumar is a workman or not. This part of the reference is to be decided first. To decide this fact and issue it does not need any date of termination or like that so the contention of the opposite party that the court does not have jurisdiction does not carry any weight because the present reference for a moment may be said not happily worded but it cannot be said that it cannot be decided in the given circumstances. Therefore, I respectfully agree with the decision laid down by the Hon'ble High Court, but in the present case the tribunal is bound to answer the first part of the reference order as to whether the claimant is a workman or not.

28. Now I would like to say that to decide the first and second part of the reference the evidence is inter-related and interdependent. Naturally when I will lift the first curtain then I will have to open the second curtain.

29. Therefore, the short question to be decided is that as to whether the claimant is a workman or not and if Yes then the opposite party has committed breach of the provision of Section 25F of the Act.

30. In this respect I would like to reproduce the statement made by the claimant on oath. He stated that he

had worked as peon with effect from 5-7-93 to 28-3-95 as peon at Extension Counter situated at Swaraj Ashram Sarvodaya Nagar, Kanpur. Thereafter he was transferred to Swarup Nagar Branch of the bank and on 29-1-96 by an oral order his services were terminated. He stated that he has filed two papers bearing No. 29/3-4 through an affidavit paper No. 29/1 after seeking permission from the court. He stated that these papers are scroll of the branch wherein the forms sold by him were entered for the purpose of Kanpur University. He stated that in Scroll No. 29/3 entries at Serial No. 1 to 11 are in his hand writing and copy from Serial No. 12 to 30 are in the hand writing of the manager Sri R.P. Sharma. Similarly in the extract of scroll No. 29/4 marked as paper No. 29/4 entries appearing there are in his hand writing. He has sold these forms sitting at the counter of the bank.

31. Claimant stated on oath that the opposite party has filed the documents vide list dated 04-01-02. This includes cheque book issue register. This register contains 100 pages. He stated that this cheque issue register from the opposite party was being maintained by the Extension counter of the bank. There is a page numbering of 77 in the cheque issue register. He stated that the person who demanded the cheque book then he used to write the account No. and number of cheque leaves. At page No. 77 dated 8-8-94 he has issued a cheque book in favour of Neeraj Joswa. Similarly on 12-8-94 he had issued a cheque in favour of Ajai Srivastava. Likewise on 7-1-95 he issued a cheque in favour of Sri Shailendra Kumar Shukla and similarly on 7-1-95, 17-1-95, there are several dates on which the claimant had issued cheque books to several persons and these have been issued by the claimant and he had made the respective entries in the cheque book issue register and there is a signature of the manager also on the register. He stated that he used to make the entries by the order of the manager of Extension Counter.

32. I would like to say that such kind of record of the bank is a very confidential nature and if Sri Kamlesh Kumar was not engaged by the opposite either as peon or clerk then how could he make such entries not on a single but on different dates and there is no such type of pleadings by the opposite party. Simply saying that there was one cashier Ram Chandra Pandey and through whom the claimant was having access so he made the entries. This appears to be concocted fact pleaded by the bank. Because these documents have been filed by the opposite party so there is relevancy of these documents and it becomes admitted in evidence.

33. Claimant stated that he used to make entries in the clearing register. He used to make entries in the savings account, he used to carry the daks of the branch, he used to serve water to the customer of the branch and used to work according to the direction of the manager, he used to count the cash, he used to seal them. He stated that at that time there were only two persons at the extension counter

branch of the bank that is one manager and second claimant himself.

34. On his demand the management has filed the original vouchers dated 28-2-95 for Rs. 250, dated 18-08-94 for Rs. 3, dated 30-11-95 for Rs. 20, dated 20-7-95 for Rs. 330 dated 25-3-95 or Rs. 10 respectively vide list 21-1-08. These papers have not voluntarily been filed by the opposite party rather they were summoned by the Court. He stated that original voucher paper No. 85/2 Ext. 92 is a voucher which bears his signature in the back and payment of Rs. 250 has been given to him as his wages. He used to draw the payment weekly. This is a payment voucher received by the claimant working at Extension Counter. Paper No. 85/3 is voucher for Rs. 3 and it contains a slip which have been prepared by the claimant himself which was prepared under the direction of the manager and also bears the signature of the manager containing stamp of the bank. Similarly there is a voucher paper No. 85/3 Ext. W-94 and 85/6 Ext. W-95. It bears the signature of the worker for receiving of the payment and the signature of the manager as well. Likewise paper No. 85/6 Ext. W-95 also bears the signature of the claimant.

35. It is surprise to see how the signature of the claimant is there on the original vouchers if he was not working in any capacity. No explanation or sufficient evidence has been given by the opposite party to contradict the version of the claimant.

36. The claimant has been thoroughly cross-examined by the opposite party not nothing has come out in his cross examination which makes his statement unbelievable. He has specifically stated in his cross-examination that all the entries are in his hand writing. He has also categorically refuted the suggestion of the opposite party that Sri Ram Chandra Pandey was his relative and he used to have access due to him.

37. I have gone through the statement of M.W.1 also. It is his mere statement. The witness of the management has stated in his cross-examination that there was no other employee except him at the Extension Counter of the bank situated at Swaraj Ashram, Sarvodaya Nagar, Kanpur. He remained there from 7-7-94 to July, 1997. His statement does not appear to be believable because if he was alone then how the entries on several confidential documents have been made by the claimant, that too without the knowledge of the manager. It was stated that the payment was made by the then cashier of the main branch. I would like to say that in such circumstances cashier should have been produced in evidence who could have explained the circumstances under which the claimant was able to sign the confidential documents of the bank. He admitted that he personally knows Sri Kamlesh Kumar but due to reference of Sri Ram Chandra Pandey. On the one side he stated that he was the only person at the counter but after seeing paper No. 57/6 and other papers

he said that these entries are not of his hand. He also admitted that the forms for the Kanpur University were being sold at his Extension Counter and a scroll was prepared. Therefore, the statement given by MW-1 is a mere statement. When the worker has discharged his burden by oral as well as documentary evidence that he had been a worker in the bank and he used to get the wages, then the burden would shift upon the opposite party to explain the circumstances. But they have failed.

38. There is contention and evidence of M.W.1 that Ext. W-92 which is a payment voucher, it is alleged that the payment has been made to Sri Mahaveer and the claimant has put his signature after cutting the name of Sri Mahaveer. Likewise in the payment voucher dated 29-7-95 Ext. W-94 the payment of Rs. 330 has been made to Sri U. C. Mishra and the name of Sri Kamlesh Kumar has been written afterwards. Similarly in Ext. W-95 the payment of Rs. 10 has been paid to himself (M.W.1).

39. I have given due thoughts to these contentions and evidence. M.W.1 has been cross-examined on these points. In his cross examination he has admitted that the payment which was made on the cash voucher was made from the main branch of Swarup Nagar and not from the Extension Counter of the Bank. He also admitted that when payment has to be made on cash voucher, a signature of recipients has to be obtained on the reverse of the cash voucher. I have examined the evidence in this respect. In Ext. W-92 on the reverse of the cash voucher there is a signature of the claimant and there is no signature of Mahaveer Prasad as alleged by M.W.1 and also that there is no cutting on the reverse of the voucher dated 28-2-95. Even Mahaveer Prasad has not been produced for his evidence. Similarly in voucher dated 29-7-95, there is signature of the claimant on the reverse of the voucher. Who is this U.C. Mishra opposite party has failed to produce him as a witness. There does not appear to be any signature of Sri U. C. Mishra on the reverse of the voucher. Similarly in paper No. 85/3 there is a receipt of Rs. 3, it has been prepared by the claimant and this receipt bears the signature of the Officer and seal of the bank. Opposite party has failed to explain the circumstances under which it was got prepared by the claimant. In the evidence M.W.1 has nowhere challenged the hand-writing of signature of the claimant. Therefore taking the cumulative effect and circumstances of the case, I find that the evidence adduced by M.W.1 in this regard cannot be accepted.

40. There is one more contention of the claimant. It is alleged that after his transfer from Extension Counter Sri Ram Prasad Peon of Swarup Nagar Branch was directed to report for duty at the Extension Counter in place of the claimant. Sri Ram Prasad joined the Extension Counter on 29-3-95 and still working in the Extension Counter. The opposite party has admitted this fact that Sri Ram Prasad was directed to report for duty at the Extension Counter

but they have differed in date saying it is 10-1-96 instead of 20-3-95.

41. I have gone through this fact. There is positive evidence adduced by W.W. 1 and there is document Ext. W-90 which is admitted by both the parties.

42. Therefore, considering all the facts and circumstances of the case I am of the view that the claimant has been able successfully to prove that he was a workman as defined under the provision of Section 2(s) of the Industrial Disputes Act.

43. Now the second part of the reference is whether the opposite party has committed any breach of Section 25F of Industrial Disputes Act, 1947. To decide this fact it is true and there is a force in the contention of the opposite party that the burden lies on the workman to prove that he has completed 240 days in calendar year preceding 12 months from his termination. Opposite party has placed upon a number of rulings which I will produce later on. I respectfully agree with the principle laid down by the Hon'ble High Court and Apex Court.

44. Now I would like to see the evidence whether the claimant has been able to prove that he has completed 240 days or not preceding one year from the date of his termination of his services.

45. From the beginning the claimant has pleaded that after his appointment the bank manager did not permit him to mark his attendance in the register of the Extension Counter Branch of the bank and kept him on daily wages. He also bonafidely pleaded that he was receiving his wages through Cash Counter but the Cash voucher was prepared by the manager in different heads and the name of the applicant was not mentioned in the payment voucher and in some of the voucher the signature of the applicant is obtained and is in possession of the opposite party. He also pleaded that the payment was being made to him on weekly or on daily wage basis. Previously he was getting Rs. 150 per month and from time to time his wages were increased and in the end he was getting Rs. 330 per week as wages/salary.

46. As I have already stated statement of workman was recorded two times. In his previous statement he has proved the documents from Ext. W-1 to W-89. Documents from Ext. 18—89 are the photocopies of the payment vouchers starting from the period 18-08-94 to 13-01-96. I have gone through these vouchers. Opposite party cannot plead that these are photocopies. In this respect I would like to say that the claimant from the initial stage has made all the sincere efforts to summon the original from the opposite party and also he has made applications supported by affidavit. He has moved an application which was disposed of by my learned predecessor vide order dated 22-03-2001. In this application the claimant has summoned 16 documents from the opposite party to prove the fact that he had been under the employment of the

opposite party and he was getting the wages from them. Opposite party has made several objections to this application saying that certain documents are secret documents and cannot be provided before the Court. However the Court ordered to the opposite party on 22-03-01, to provide the documents mentioned at serial Nos. 13, 14 and 16 and the relevant payment voucher which are mentioned at serial No. 15.

47. On 6-12-07, they moved an application that the original registers relating to the above documents could not be traced out despite all effects and the same seems to have been misplaced. Thus the original register could not be filed. They have filed the photocopy bearing paper No. 81/57 which is the true copy of page No. 23. This paper is Ext. W-90 which I have already considered in the body of the award as above. But still they did not file the relevant payment vouchers which were demanded by the claimant and photocopies of the same have also been filed by him. I would also like to produce the contents of the application in which the original record was summoned. At serial No. 13 there is a cheque book issue register for the period July 94 December 95. At serial No. 14 he has demanded the copy of order at page No. 23 regarding Sri Ram Prasad. I would like to say that the photocopy of the same has been filed by the opposite party which is paper No. Ext. W-90. At serial No. 16 he demanded the copy of order dated 29-03-95. At serial No. 15 he demanded payment voucher from 1993 to 1995. When they did not produce the original payment voucher again there was a direction for the management on 13-4-06 to produce the original of payment vouchers but they failed and on 21-1-08, opposite party filed an affidavit to the effect that the cheque book issuing register and office order register of the branch are not traceable. The Court has passed the order that the consequence of this affidavit shall be seen at the final stage of the case and the evidence was conducted.

48. Therefore, the opposite party now cannot argue that the exhibits have been filed on the photocopy of the payment voucher. If opposite party would have filed the original payment vouchers then there was no problem for the claimant to produce the evidence accordingly. It is the contention of the auth. Representative of the workman that according to the payment voucher also, he has completed 240 days in a calendar year preceding 12 months from the date of his termination.

49. A.R. of the claimant has filed a hand written note which is an annexure 1, of the written arguments showing the details of the period from Ext. 26 to Ext. 29. He has stated that if the working days are counted even from the date 13-01-96 to preceding 12 months which may come up to 14-01-95, he has worked for more than 240 days. I have also counted the number of working days in the presence of both the parties through Peshkar, it comes to more than 240 days excluding the Sundays and holiday. This list has been prepared by the authorized representative for the

workman Ext. 26 to Ext. 89. The A.R. of the workman has already contended that the payment of wage was being made to the workman under different heads. In this respect it is pin pointed by the claimant's representative regarding payment of the wages there are certain original payment vouchers like dated 28-2-95, 29-7-95 etc. which bears the signature of the workman on receiving the payment. In this regard have to see whether there is a continuity of service for 240 days or more in one calendar. It is also pertinent to mention that claimant has summoned the original cheque issue register from the management; the management did not file the original cheque book issue register of that period, while photocopy of certain pages were filed. This shows that during the period 1994-1995 on several dates the claimant had issued the cheque book to various parties which he has proved on oath stating that the hand writing is of his hand. Opposite witness has no where denied this fact that the entries appearing in this register are not in the hand writing of the claimant. Opposite witness admitted that he was the only person working at Vistar Pistar Patal Counter of the bank. When a question was raised how these entries which are not in this hand writing came into existence, but he could not reply. There is a statement of M.W.1 that to serve the staff and the public water was purchased and the payment was made on weekly basis. The A.R. of the workman contended that there must be someone to serve the water and other items and that cannot be none else than workman, because he was being paid his wages weekly. Claimants representative has also drawn my attention like Ex. W-26 dated 27-08-94 is for the period of six days and the amount is Rs. 180, which comes to Rs. 30 per day. The period of this voucher is from 22-8-94 to 27-8-94. Similarly there are other vouchers which I have considered.

50. In the end I would like to say that if the management would have produced all the original registers along with original payment vouchers then it would have been easier to calculate the working days of the claimant, but the opposite party knowingly or otherwise withheld the original records, simply saying that it appears that it has been misplaced. They have not said that it has been lost or destroyed. In the evidence also he has not given any authentic piece of evidence on this point. Therefore, in my view an adverse inference has to be drawn against the opposite party for not producing the original record under the principle of Indian Evidence Act, though the provisions are not directly applicable. Claimant has made all the efforts to get through the record even he made an application for joint inspection, unfortunately this request of the claimant was not allowed.

51. Considering the overall circumstances, opposite party is a public institution, it was expected from them that will come with clean hands. Whatever facts and evidence has come out, the opposite party has not mentioned such type of things in their pleadings. Therefore, the court has

to look into the oral as well as documentary evidence adduced by the contesting parties. Statement given by W.W. 1 twice appears to be true and nothing has come in his cross which may cause prejudice to him. In such circumstances I do not find the statement given by M.W.1 to be believable.

52. Opposite party has placed reliance upon a certain decisions.

2001 (91) FLR 824 Patna High Court between Pramod Kumar and State of Bihar.

1997 Lab IC 2075 S.C. Himanshu Kumar Vidyarthi & others versus State of Bihar.

53. In the aforesaid decision of the Hon'ble Apex Court it was also observed that every department of Government cannot be treated to be industry, when the appointment are regulated through statutory rules. The concept of Industry to that extend stand excluded.

54. Another decision is 2004 (101) FLR 867 Allahabad High Court between Regional Manager SBI Kanpur, & PO, CGIT, Kanpur.

55. 2005 (104) FLR 65 Allahabad High Court, Nagar Panchayat Gajraoula Moradabad versus P.O. Labour Court Kanpur.

56. 2008 (117) FLR 573 SC in between G.M. BSNL and others versus Mahesh Chandra.

57. 2005 (104) FLR Allahabad High Court in Union Bank of India versus Presiding Officer, CGIT, Kanpur.

58. 2009 (121) FLR Allahabad High Court between Rajendra Prasad Mishra versus Union of India.

59. I have gone through all the decision of the Hon'ble High Court and Apex Court. I respectfully agree with the principle laid down by the Hon'ble High Court and the Apex Court. In all the aforesaid cases either the labour court of the Hon'ble High Court found that the workman had not completed 240 days in a calendar year and in some cases it was found that the labour court or the tribunal have placed the burden of proving the working of 240 days not on the claimant but on the employer side.

60. I have considered all these principles in the present case. It is a fact that the claimant has to prove that he has completed 240 days in a calendar year preceding one year from the date of his retrenchment. He has to prove his continuous service. From oral as well as documentary evidence and from circumstantial evidence and from the circumstances it is held that the workman has completed 240 days. He has been engaged in the year 1993. His continuity is proved till Jan. 96. Once the claimant has proved that he has been in continuous service, now the burden shifts upon the employer to prove whether they have followed the statutory provisions of Section 25F. Naturally they have not issued any notice, notice pay

or retrenchment compensation. From the initial stage they are contending that they have never engaged the workman but this plea is not true. Therefore, it is held that the opposite party has committed breach of statutory provision of Section 25F. Second part of the reference is also decided in favor of the claimant.

61. Therefore considering the facts and circumstances reference is decided in favor of the claimant. When reference is decided in favor of the claimant, naturally he is entitled to some relief. In the given circumstances this relief cannot be except reinstatement of the claimant as per provision of the Industrial Disputes Act, 1947.

62. He has also prayed that since his termination he has not been engaged anywhere. He has stated this fact on oath. Opposite has not given any contradictory evidence. Considering the circumstances I find that if 50% of back wages are allowed then it will serve the purpose for both the parties.

63. Reference is therefore, answered accordingly in favor of the claimant and against the opposite party.

RAM PARKASH, Presiding Officer

नई दिल्ली, 27 जुलाई, 2011

का.आ. 2243.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 99/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2011 को प्राप्त हुआ था।

[सं. एल-12012/145/2003-आईआर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 27th July, 2011

S.O. 2243.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 99/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the management of Central Bank of India and their workmen, received by the Central Government on 21-7-2011.

[No. L-12012/145/2003-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT

Dr. Manju Nigam, Presiding Officer

I.D. No. 99/2003

Ref. No. L-12012/145/2003-IR(B-II) dated-17-10-2003

BETWEEN

Shri Shailendra Kumar S/o Shri Sheel Chand 188,
Subhashpura,

Opposite Hotel Goodluck,

Lalitpur (U.P.)

AND

The Regional Manager,

Central Bank of India,

Regional Office, Civil Lines,

Gwalior Road,

Jhansi

AWARD

1. By order No. L-12012/145/2003-IR(B-II) dated: 17-10-2003 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this Industrial Dispute between Shri Shailendra Kumar S/o Shri Sheel Chand, 188, Subhashpura, Opposite Hotel Goodluck, Lalitpur and the Regional Manager, Central Bank of India, Regional Office, Civil Lines, Gwalior Road, Jhansi for adjudication.

2. The reference under adjudication is :

“Whether the action of the regional Manager Central Bank of India, Jhansi in terminating the services of Shri Shailendra Kumar S/o Sh. Sheelchand w.e.f. 31-1-2002 is legal and justified? If not, what relief the concerned workman is entitled to?”

3. The case of the workman, Shailendra Kumar, in brief, is that he has been appointed in April, 1988 to perform duties of subordinate staff without issuing any appointment letter. It has been submitted by the workman that he has been paid wages at a fixed rate as determined by the management from time to time and the payment was made to him by preparing the wage payment vouchers in the name of fictitious persons on which the workman was required to sign in the name of such persons. It has been alleged by the workman that the Bank abruptly terminated his services on 31-01-2002 without any prior notice, ignoring the fact that he had worked for more than 240 days during the last 12 calendar months before 31-1-2002, which constituted ‘retrenchment’ within the meaning of Section 2 (oo) of the I.D. Act, 1947, without complying with the statutory provisions of Section 25F of the Act. Accordingly, the workman has prayed that the termination of his services w.e.f. 31-1-2002 be set aside and he be reinstated with continuity of services, full back wages and other consequential benefits.

4. The management of the Bank of Baroda has disputed the claim of the workman by filing its written statement, whereby it has submitted that the workman

was never appointed by the bank in any capacity what so ever, hence there arise no question of terminating his services at any point of time. Moreover, it has been submitted that the workman worked as casual worker, intermittently, on daily wages hence there was no question of his appointment. The bank management has submitted that the bank functions on certain norms and procedures. No person can be said to be appointed in the absence of the appointment letter. The appointment letter is the first requisite document to establish such a claim. However, in the instant case there was no occasion to issue an appointment letter as the workman was never appointment. It has further been stated categorically that the workman was not working in the bank but was working in the staff canteen of the bank, which is not establishment of the bank, rather it is a mere unit that runs in the premises of the bank, which is manage by a canteen committee, which comprise of the members of the staff of the bank. The bank management has denied of the workman working continuously for 240 days either in any calendar year and accordingly is not covered with the provisions of Section 2 (oo) or that of Section 25F of the Industrial Disputes Act, 1947. Thus, the management has prayed that the claim of the workman be rejected without any relief to him.

5. The workman has filed rejoinder whereby he has only reiterated his averments in the statement of claim and has introduced nothing new.

6. The parties have filed documentary proof in support of their respective cases. The workman has examined himself whereas the management examined Shri A.K. Chaturvedi in support of thier respective stands. The parties availed opportunity to cross-examine the each other's witnesses. The workman filed its written argument, whereas the management refrained to file any. When the parties did not turn up for arguments for long the case was reserved for award being the case very old, pertaining to the year 2003.

7. Perused entire evidence on record.

8. The learned representative on behalf of the workman has contended that the workman had worked for more than 240 days in each calendar year from April, 1988 to 31-1-2002 continuously; despite this his services have been terminated in violation of section 25F of the I.D. Act. He has relied on :

1. (2006) 3 SCC 276 State of U.P. Vs. Sheo Shanker Lal Srivastava & others.
2. (1993) 1 LLJ 1162 Umesh Saxena Vs. Labour Court.
3. (1982) 1 SCC 645 Robert D Souza Vs. Executive Engineer, Southern Rly.
4. 1990 (5) SLR 771 (P & H) J.S. Yadav & Others Vs. State of Haryana & Others.

9. The opposite party did not turn up to forward its oral as well as written arguments.

10. The workman has examined himself as witness in support of his case, whereby he has stated that he was recruited in 1-4-1988 for carrying out full time work and he was not given any appointment letter. He further stated that he was given salary for one week or 15 days' at one time and he was paid @ Rs. 40 per day at the time of his termination in 31-1-2002. He also stated that he worked for 240 days in every calendar year and that he started working in staff canteen in 1-3-94 and worked there up to 31-1-2002. In cross-examination he stated that he is not award of rules for regularization.

11. In rebuttal, the opposite party has examined Shri A.K. Chaturvedi who stated that the workman worked in the Staff Canteen and was not bank employee. The Canteen is run by 'Staff Welfare Committee', presided by the Branch Manager of the Bank. The staff canteen is aided by the Bank and rest payment is made by the staff members. In cross-examination he has stated that the salary was paid by the Welfare Committee and the workman worked upto 25-1-2002 in the staff canteen. He further stated that the Committee does take approval for engaging workmen from the bank management.

As per directions of the Tribunal the management filed photocopy of vouchers pertaining to the casual workmen for the period 3-1-94 to 18-12-99.

12. In the light of the aforesaid rival statements of both the sides I have scanned the vouchers produced by the management. It has been found that the vouchers pertain to the payment of casual work to various workmen, including Shailendra Kumar.

Admittedly no appointment letter was issued and no post was ever advertised for the appointment. There is no evidence of the workman that the Branch Manager was competent to appoint sub-staff.

13. It was the case of the workman that he has been engaged to perform duties of subordinate staff without issuing any appointment letter and his services has been terminated on 31-1-2002 without any prior notice, ignoring the fact that he had worked for more than 240 days during the last 12 calendar months before 31-1-2002, without complying with the statutory provisions of section 25-F of the Act.

14. Having gone thorough rival pleadings of the parties, I have scanned entire evidence submitted the parties. In the instant case in view of pleadings of the workman regarding continuous working of the workman for more than 240 days; and denial of the management of the same, filing of management certain payment vouchers, this Tribunal has to see as to whether the workman worked for 240 days in preceding twelve months from the date of alleged termination i.e. 31-1-2002 or not. Accordingly on

scrutinizing the vouchers for relevant period i.e. 1-2-2001 to 31-1-2002 it is found that none of the voucher pertains to the workman, except the voucher dated 25-1-2002, which is for payment of Rs. 600 towards water filling to the workman, Shaliendra Kumar for 15 days only. Furthermore, there is no evidence on behalf of the workman to substantiate this fact that he has been receiving payment in fictitious names, as pleaded by him in his statement of claim. He has not given any detail as regards the names, in which he received payments, neither in his statement of claim nor in his oral evidence, that they might be considered for calculating actual working days in the bank.

15. Thus, it comes out that the workman had actually worked for 15 days only in preceding twelve months from the date of his alleged termination i.e. 31-1-2002. Accordingly, the initial burden of establishing the fact of continuous work for 240 days in a year was on the workman but he has failed to discharge the above burden. Apart from above vouchers, there is no other reliable material for recording findings that the workman had worked more than 240 days in the preceding year from the date of his alleged termination and the alleged unjust or illegal order of termination was passed by the management; and in the event of not completing 240 days working in the preceding year from the date of alleged termination it was not incumbent upon the management of Bank to comply with the provisions of Section 25-F of the I.D. Act.

16. Accordingly, in view of the discussions made above the reference under adjudication is answered in favour of the management with observation that the action of the opposite party in terminating the services of the workman w.e.f. 31-1-2002 is neither illegal nor unjustified and the workman, Shailendra Kumar is not entitled to any relief.

17. The reference under adjudication is answered accordingly.

18. Award as above.

LUCKNOW,
29-6-2011

Dr. MANJU NIGAM, Presiding Officer

नई दिल्ली, 27 जुलाई, 2011

का.आ. 2244.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ संख्या 26/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2011 को प्राप्त हुआ था।

[सं. एल-12011/42/2007-आईआर (बी-11)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 27th July, 2011

S.O. 2244.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 26/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Kolkata as shown in the Annexure in the Industrial Dispute between the management of Central Bank of India and their workmen, received by the Central Government on 21-7-2011.

[No. L-12011/42/2007-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 26 of 2007

Parties : Employers in relation to the management of
Central Bank of India

AND

Their workmen

Present: Mr. Justice Manik Mohan Sarkar, Presiding Officer

APPEARANCE:

On behalf of the : Mr. T. R. Behra, Law Officer of the
Management Bank

On behalf of the : Mr. M. Bhunia, Central Committee
Workmen Member of the Central Bank
Employees Federation of India

State : West Bengal, Industry : Banking

Dated : 11th July, 2011.

AWARD

By Order No. L-12011/42/2007-IR (B-II) dated 18-9-2007 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

“Whether the inter-se-seniority of Shri P.K. Roy and Shir K.C. Adhikari, Sub-staff determined on the basis of their date of birth is in conformity with clause 5.7.2.4 of Promotion Policy Agreement of the bank? If not, whether allowing bill collector allowance to Shri Adhikari vide order dated 19-9-2006 and not to Shri P.K. Roy is justified and legal? If not, to what relief Shri P.K. Roy is entitled for?”

2. When the case is taken up today, Mr. Bhunia, the authorized representative of the workmen union has submitted that one application has been filed on

4-5-2011 praying for disposal of this reference treating the dispute as non-est as the dispute has been settled out of court and the matter has been compromised in between the parties. Mr. Behra, the authorized representative of the management Bank has also endorsed the prayer on behalf of the workmen union by stating that the matter has actually been settled. In that case, let the present reference be disposed of in view of the said prayer of the respective parties.

An Award is passed accordingly.

JUSTICE MANIK MOHAN SARKAR, Presiding Officer

Dated : Kolkata, the 11th July, 2011

नई दिल्ली, 27 जुलाई, 2011

का.आ. 2245.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूको बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एनजीपी/113/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2011 को प्राप्त हुआ था।

[सं. एल-12012/369/95-आई आर (बी-II)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 27th July, 2011

S.O. 2245.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT/NGP/113/2002) of the Central Government Industrial Tribunal/Labour Court, Nagpur now as shown in the Annexure in the Industrial Dispute between the employer in relation to the management of UCO Bank and their workman which was received by the Central Government on 21-7-2011.

[No. L-12012/369/95-IR (B-II)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE SHRI J. P. CHAND, PRESIDING
OFFICER, CGIT-CUM-LABOUR, COURT, NAGPUR

Case No. CGIT/NGP/113/2002 Dated : 5-7-2011

Party No. 1 The Divisional Manager, UCO Bank,
Sushil Bhawan, Dr. Balraj Marg, Congress
Nagar, Nagpur.

Versus

Party No. 2 The Secretary, UCO Bank Workers;
Organization House No. 542, Dr. Munje
Marg, Congress Nagar, Nagpur

AWARD

(Dated : 5th July, 2011)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government had referred the Industrial Dispute to CGIT-cum-Labour Court, Jabalpur between the employers, in relation to the management of UCO Bank and their workman, Shri Ashok Nikhade for adjudication to CGIT-cum-Labour Court, Nagpur vide letter No. L-12012/369/95-IR (B-II) dated 10-2-1997, with the following schedule :

SCHEDULE

1. "Whether there was any permanent vacancy of sub-staff under the jurisdiction of Divisional Office, UCO Bank, Nagpur on 5-6-91 or any such vacancy has arisen thereafter, if so, from when?"

2. "Whether the action of management regularising the services of Shri Gopal Raiwar w.e.f. 31-10-91 ignoring the claim of Shri Ashok Nikhade, in terms of CGIT Award dated 5-6-91 is justified, proper and legal? If not, to what relief the workman Shri Ashok Nikhade is entitled to and from which date and what directions are necessary in the matter?"

After establishment of the CGIT-cum-Labour Court at Nagpur, the case was transferred from Jabalpur to Nagpur, for disposal according to law.

2. After receipt of the reference, notices were issued to the parties to file their respective statement of claim and written statement, in response to which, the workman, Shri Ashok Nikhade ("the workman" in short) through the Union, UCO Bank worker's Organisation ("the union" in short) filed his statement of claim and the management of the UCO Bank ("Party No.1" in short) filed their written statement.

The case of the workman as projected in the statement of claim is that he came to be appointed as a sub-staff of the Regional Office of the party No. 1 in August 1985, on daily wages basis of Rs. 10 per day and his service were all of a sudden terminated on 2-10-86, without any notice and without following the mandatory provisions of the Act, and the termination of his services from 2-10-86 was challenged by the union and the same was adjudicated by CGIT, Jabalpur and the CGIT passed the award on 5-6-91 and after notification of the award in the Government Gazette, the same became fully enforceable and the party No. 1 filed writ petition No. 3129/92 against the award, before the Hon'ble High Court, Nagpur Bench, but the same was dismissed on 6-1-92 and the union filed a complaint u/s 29 of the Act before the Asstt. Labour Commissioner (Central), Nagpur, but no action was taken on the same. The further case of the workman is that the

party No.1 reinstated him in services w.e.f. 1-5-92 on daily wages basis of Rs. 64 per day and also paid wages to the tune of Rs. 45,594 by calculating the same unilaterally and whimsically and which was not in accordance with the terms of the award, so he approached the CGIT-cum-Labour Court by filing an application u/s 33-C(2) of the Act for recovery of Rs. 45,050.76 more towards the arrear wages and the CGIT by order dated 17-10-95 directed the party No. 1 to pay him Rs. 45,050.76 and the Party No. 1 challenged the said order before the Hon'ble Court in writ petition No. 373/96, but as no stay was granted by the Hon'ble Court, the party No. 1 paid him Rs. 45,050.76 in 1996. The further case of the workman is that the Party No. 1 appointed him on probation at Silewara Branch as peon-cum-Farrash in order August, 1995 and he joined at Silewara branch on 25-8-95 and after completion of six months of probation period, he came to be confirmed in services at the Bank w.e.f. 1-3-96. It is also pleaded by the workman that in view of the award, he should have been immediately absorbed against immediate permanent vacancy of sub-staff and after the award became enforceable, the first permanent vacancy arose in Wardha Branch of Party No. 1 and one Shri Gopal Raikwar was appointed against the said vacancy on 31-10-91 and subsequently six more persons were appointed in different branches under the control and jurisdiction of Party No. 1. The workman has prayed to declare the action of Party No. 1 in regularizing the services of Shri Gopal Raikwar with effect from 31-10-1991 ignoring his claim to be not justified and the period of his temporary service w.e.f. 16-4-92 to be taken as part of probation period and to give him all consequential benefits.

3. The Party No. 1 in their written statement has pleaded that the entire award passed by the Central Government Industrial Tribunal, Jabalpur has been implemented and the arrears of wages were paid, and the workman was reinstated in service and was confirmed in service w.e.f. 1-3-1996 and out of the seven persons named by the workman including Mr. G. Raikwar, the first six persons were absorbed as per the bipartite settlement dated 12-10-1989 and those persons were senior to the workman as daily wage workers and the said settlement was not applicable to the workman as his case was pending in the Tribunal and when the process of regularization of daily wages was going on, the case of the workman was pending before the Tribunal and he was absorbed as soon as permanent vacancy was created and as such, the workman is not entitled to any relief.

4. It is necessary to mentioned here that after filing of the statement of claim, neither the workman nor the union appeared in the case to contest the same. Though the evidence of a witness on behalf of the workman had been filed, the said evidence was expunged as the witness did not turn up for cross-examination.

It is also necessary to mention here that advocate for the petitioner filed a pursis on 5-4-2011 to close the case and to pass appropriate award/orders as neither the workman nor the union appeared to take part in the case.

5. Perused the record including the copy of the award passed by the CGIT, Jabalpur in the case No. CGIT/LC(R) 237/87 dated 5-6-1991 and found that the entire award has been acted upon. The workman in the statement of claim has mentioned that after the award became enforceable, the first permanent vacancy arose in Wardha Branch and Shri G. Raikwar came to be appointed in Wardha Branch on 31-10-1991 and such facts show that there was no vacancy of sub-staff under the jurisdiction of Divisional Office, UCO Bank, Nagpur as on 5-6-1991. Hence, it is ordered :

ORDER

1. There was no permanent vacancy of sub-staff under the jurisdiction of Divisional Office, UCO Bank, Nagpur on 5-6-1991 or any such vacancy has arisen thereafter.

2. The action of the management regularizing the services of Shri Gopal Raikwar w.e.f. 31-10-1991 ignoring the claim of Shri Ashok Nikhade, in terms of CGIT Award dated 5-6-1991 is justified, proper and legal. The workman is not entitled to any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 27 जुलाई, 2011

का.आ. 2246.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मुम्बई पोर्ट ट्रस्ट के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय न. 2, मुम्बई के पंचाट (संदर्भ संख्या 23/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-7-2011 को प्राप्त हुआ था।

[सं. एल-31011/18/2000-आईआर (एम)]

जोहन तोपनो, अवर सचिव

New Delhi, the 27th July, 2011

S.O. 2246.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 23/2001) of the Central Government Industrial Tribunal/Labour Court No. 2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Mumbai Port Trust and their workman, which was received by the Central Government on 27-7-2011.

[No. L-31011/18/2000-IR (M)]

JOHAN TOPNO, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, MUMBAI****PRESENT:** K.B. KATAKE, Presiding Officer**REFERENCE NO. CGIT-2/23 of 2001****EMPLOYERS IN RELATION TO THE
MANAGEMENT OF MUMBAI PORT TRUST**

The Chairman
Mumbai Port Trust
Mumbai - 400038.

AND**THEIR WORKMEN**

The Secretary
Transport and Dock Workers Union
P.D. mello Bhawan
P.D. mello Road
Carnac Bunder
Mumbai- 400038.

APPEARANCES:

For the Employer : Mr. Umesh Nabar, Advocate.

For the Workmen : Mr. A.M.Koyande, Advocate.

Mumbai, dated the 11th April 2011.

AWARD PART-II

The Government of India, Ministry of Labour & Employment by its Order No.L-31011/18/2000-IR (M), dated 2-2-2001 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

“Whether the action of the management of Mumbai Port Trust Mumbai in terminating the service of Shri Hari Kondiba More, Jr. Asstt. (OBL) by way of removal from service w.e.f. 25-05-1999 is legal and justified? If not, what relief the workman is entitled to?”

2. After receipt of the reference both the parties were served with notices. In response to the notice, the second party union has filed its statement of claim at Ex-II. According to them, it has raised the industrial dispute on behalf of its member Hari Kondiba More, Jr. Assistant (OBL) Mumbai Port Trust. He was in employment of first party Bombay Port Trust (MbPT). The management has terminated the service of aforesaid workman w.e.f. 25-5-1999. The workman preferred appeal against the said order to the concerned authority of MbPT but it was turned down. Therefore union has raised the industrial dispute before Assistant Labour Commissioner (ALC)

(Central-III) Mumbai. As the dispute could not be settled ALC referred the matter to Labour Ministry. The Ministry of Labour and Employment was pleased to refer the said reference to this Tribunal. The facts of the case in nutshell are as follows:

3. On 27-11-97 the workman was chargesheeted alleging that he was in the habit of frequently remaining absent without prior permission during the year 1993 to 1997 which amount to violation of regulation 3 (IA) (ii) and 3 (IA) (xii) of BPT Employees (Conduct) Regulation 1976, read with regulation 8 and 12 of BPT Employees (Classification, Control and Appeal) Regulation 1976. When he was served with the charge-sheet, according to him, he was suffering from Arveity, Neurosis with mental depression and was under treatment of Dr. S.T. Dhople at Bhiwandi, Distt. Thane. Therefore he could not file his written statement in reply to the charge-sheet. For the same reason he also could not approach union for assistance.

4. The MbPT thereafter initiated departmental enquiry against the workman in respect of the charges of unauthorized absence from duty without prior permission of the competent officer. The workman participated in the inquiry however due to unsound state of mind, he could not approach the union for any assistance. The workman has admitted the period of absence from duty during the year 1993-1997 and has categorically stated that he was forced to remain absent due to sickness of his grandmother, of his wife as well as he himself was also suffering from mental depression. It was due to physical, mental and financial circumstances beyond his control. The workman has from time to time submitted medical certificates to the authorities concerned.

5. The inquiry officer without assigning reasons rejected the oral and documentary evidence of the workman in respect of self, illness and illness of his wife and grandmother. Some other employees who were absent due to illness were allowed to continue in the service whereas the concerned workman was terminated from the service. The management made discrimination and terminated the services of the workman. The inquiry is not fair and proper. No opportunity was given to the workman to defend himself. For all these reasons the second party union prays that the order of termination of services of the workman passed by the management be set aside and the management be directed to reinstate the workman with full back wages.

6. The first party management resisted the statement of claim vide its written statement at Ex-12. They denied each and every statement and averments of the second party made in the statement of claim. According to them, the workman used to be in a habit of remaining absent. He was given fair and proper opportunity to defend the charges levelled against him. The charges of habitual

absenteeism was proved against him. Opportunity of being heard was also given to him before awarding the sentence of his terminating his services. There was no violation of principles of natural justice. According to them, from 23-2-1993 to 21-3-1997, the workman remained unauthorisedly absent on 78 occasions for 471 days. Therefore, the first party has issued show cause notice to him dated 28-10-1996 calling upon him to submit his explanation. He gave his explanation vide his letter dated 13-11-1996 and pleaded that due to his family problems, he remain absent and assured that he would be regular in future. In spite of that again he was absent for 221 days from 21-04-1997 to 27-11-1997. He was again absent from 28-11-1997 to 24-05-1999 for 426 days. It was after service of charge-sheet.

7. The inquiry was concluded and the IO submitted his report holding the workman guilty of the charges levelled against the workman. Inquiry Officer observed that workman was given proper opportunity to defend charges levelled against him. After receipt of inquiry report, disciplinary authority issued a show cause notice to the workman. He gave a reply. The reply was not found satisfactory therefore the disciplinary authority in concurrence with the Inquiry Officer held the workman guilty and terminated his services. They found, the inquiry was proper and sufficient opportunity was given to the workman to defend himself. They also found the punishment suggested by the inquiry officer was awarded as it is proportionate to the misconduct of the workman. Therefore, the management pray that the reference be rejected with cost.

8. In the Part-I award my Ld. Predecessor held that Inquiry was proper and conducted after following the principles of nature justice. He also held that the findings of the Inquiry Officer are not perverse. Now in this part second award following issues nos. 3 to 6 are for my determination:

Issues	Findings
3. Whether punishment of termination from services of workman Hari More is proportionate?	Yes.
4. If not, whether second party was in gainful employment after termination?	No.
5. If not, is he entitled to backwages?	Does not arise
6. What relief the workman is entitled to?	As per order.

REASONS

Issue No.3:-

9. In this respect the Learned Advocate for the second party union submitted that, the two other employees of the same management Jayraj Balan and Rameshwar were absent for longer period of 895 days and

658 days. They were reinstated by the management. On the other hand, the services of the workman under reference came to be terminated. It amount to discrimination. The management cannot discriminate between the two employees and on the ground of parity the workman ought to have reinstated. In support of his argument, Ld. advocate resorted to Apex Court ruling in Tata Engineering and Locomotive Ltd. V/s. Jitendra Pd. Singh & Anr. 2000 III CLR 853 wherein the Hon'ble Court observed that:

"the two others who were involved in the same incident were given lighter punishment. Dismissal of respondent would amount to denial of justice as it would mean he was singled out."

10. In this respect the Ld. Advocate for the first party management submitted that the other employees who were absent have produced the documents on record that they were taken ill and were hospitalized. No such documents are produced by the workman under reference. On the other hand, in spite of service of show cause notice for remaining absent the workman under reference again remained absent for further period of 221 & 426 days. In the circumstances it cannot be said that, the employees who were reinstated or given lesser punishment can be equated with the workman under reference. Therefore ratio laid down in the above ruling is not attracted to the set of facts of the present case as workman has not produced medical evidence to show that infact he or his grandmother or his wife were taken ill as has been pleaded.

11. In this respect the Ld. advocate for the first party management, submitted that habitual absence amount to gross misconduct and removal from services is proportionate punishment to such employee. In support of his argument the Ld advocate for the first party management resorted to Apex Court ruling in State of Rajasthan and Anr. V/s. Mohamed Naz 2006 I CLR 401 wherein the Hon'ble Court on the point observed that:

".....unauthorized absence for three years, removal of service was not disproportionate."

12. The Ld Advocate also resorted to another Apex Court ruling in L & T Komatsu Ltd. V/s. N. Udaykumar 2008 I CLR 978 wherein the punishment of termination of services was awarded by the management. It was set aside by Labour Court and the judgement was confirmed by High Court. The Hon'ble Apex Court in this case observed that:

".....well established that habitual absenteeism is gross violation of discipline."

The Hon'ble Court further observed that:

"The power under Section 11-A has to be exercised judiciously and the Industrial Tribunal or the Labour Court as the case may be is expected to interfere with the decision of a management under Section

II-A of the Act only when it is satisfied that punishment imposed by the management is wholly or shockingly disproportionate to the degree of guilt of the workman concerned. To support its conclusion, the Industrial Tribunal or the Labour Court as the case may be has to give reasons in support of its decision. The power has to be exercised judiciously and merely using words wholly disproportionate or shockingly disproportionate will not be sufficient."

13. In the case at hand, the workman was found guilty of habitual absenteeism. He remained unauthorisedly absent for 471 days. Even after service of show cause notice, he was found absent for 221 and 426 days. It indicates that he was not at all serious about his duty or long unauthorized absence. Habitual absenteeism is no doubt amount to serious misconduct. In the circumstances, neither punishment can be said shockingly disproportionate nor it can be said causing any discrimination as other workers have produced documentary evidence about their illness. Therefore, they were reinstated. The workman has not produced the medical certificate of his illness for his long unauthorized absence. The long unauthorized absence or habitual absence is treated as gross misconduct, therefore punishment of termination from service cannot be called disproportionate. Accordingly, I decide this issue no. 3 in the affirmative that the punishment is proportionate to the misconduct.

Issue No. 4

14. As the issue no. 3 is decided in the affirmative that punishment of termination was found to be proportionate to the misconduct, therefore the question of deciding this issue no. 4 does not arise. However as the issue is framed, the finding has to be given. The burden is on the first party management to lead evidence to show that the workman was in gainful employment after the order of termination. They have not led any such evidence and the worker is not expected to lead negative evidence. In the circumstances, I hold that the workman under reference was not in gainful employment during the period of his termination. Accordingly I decide this issue no. 4 in the negative.

Issue No. 5

15. In this respect I would like to point out that, neither the order of termination is set aside, nor the workman is directed to be reinstated, therefore question of awarding backwages does not arise. Thus it needs no further discussion to record negative finding to this issue no. 5. Thus I proceed to pass the following order:

ORDER

The reference stands rejected with no order as to cost.

Date: 11-04-2011

K. B. KATAKE, Presiding Officer

नई दिल्ली, 4 अगस्त, 2011

का.आ. 2247.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 सितम्बर, 2011 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप-धारा (1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबंध गुजरात राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे:-

1. राजकोट जिले के तालुका मोरबी के अंतर्गत आने वाले नानी वावडी, घुंटु, लालपर, धरमपुर, लखधीरपुर, पंचासर, धुनडा, लीलापर, जोधपुर, टिंबडी, पीपली, राजपर, शनाला (शकत) ग्राम की ग्राम पंचायत सीमाएं।
2. राजकोट जिले की मोरबी नगरपालिका की सीमाओं के अंतर्गत आने वाले रवापर एवं माधपर के क्षेत्र।
3. जांबुडिया ग्राम पंचायत, तालुका मोरबी, जिला राजकोट के अंतर्गत आने वाले रफालेश्वर एवं जी.आई.डी.सी. रफालेश्वर के क्षेत्र।

[सं. एस-38013/61/2011-एस.एस. 1]

एस. डी. जेवियर, अवर सचिव

New Delhi the 4th August, 2011

S.O. 2247.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st September, 2011 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Gujarat namely:—

1. Gram Panchayat limits of Nani Vavdi, Ghuntu, Lalpar, Dharampur, Lakhdirpur, Panchasar, Dhunada, Lilapar, Jodhpur, Timbdi, Pipli, Rajpar, Shanala (Shakat) Villages, Taluka Morbi, District Rajkot.
2. Areas of Ravapar and Madhapar within the Municipal limits of Morbi, District Rajkot.
3. Area of Rafaleshwar including GIDC Rafaleshwar, of Jambudiya Gram Panchayat, Taluka Morbi, District Rajkot.

[No. S-38013/61/2011-SS-1]

S.D. XAVIER, Under Secy.